

THE
ATTORNEY'S AND SOLICITOR'S
NEW POCKET BOOK,

AND
Conveyancer's Assistant :

CONTAINING THE
MOST COMMON AND APPROVED PRECEDENTS.

With many Practical Remarks.

TO WHICH IS SUBJOINED,
TREATISE ON THE NATURE OF ESTATES IN GENERAL,
AND THE
QUALITIES AND EFFECTS OF THE DIFFERENT LEGAL INSTRUMENTS.

By F. C. JONES, Esq.
OF GRAY'S INN.

THE FIFTH EDITION,
WITH
A VARIETY OF MODERN USEFUL PRECEDENTS,
FROM
DRAFTS OF ACTUAL PRACTICE,
AND OTHER
MATERIAL ADDITIONS, CORRECTIONS, AND NOTES.

By RICHARD SHIPMAN, Esq.
CONVEYANCER.

IN TWO VOLUMES.
VOL. II.

LONDON.

A. MAXWELL, 21, AND STEVENS & SONS, 24, BELL YARD;
W. PHENEY, INNER TEMPLE LANE; AND S. SWEET, 3, CHANCERY LANE;
Tins Booksellers and Publishers.
J. WRIGHTSON, BIRMINGHAM; AND R. MILLIKEN, DUBLIN.

1826.

LONDON
BRADLEY AND LENT 76 FLEET STREET

CONTENTS OF VOL. II.

	Page
<i>Livery of Seisin</i>	1
<i>Memorials</i>	3
<i>Mortgages</i>	12
<i>Notices</i>	52
<i>Partitions</i>	67
<i>Petitions</i>	74
<i>Powers of Attorney</i>	81
<i>Recitals</i>	113
<i>Releases or Conveyances</i>	136
<i>Releases or Discharges</i>	260
<i>Revocations</i>	273
<i>Separations</i>	280
<i>Settlements</i>	292
<i>Surrenders</i>	362
<i>Uses</i>	370
<i>Wills</i>	376
<i>Index</i>	457



THE
ATTORNEY AND SOLICITOR'S
NEW
POCKET BOOK.

Livery of Seisin, to be endorsed on the Deed of Charter.

LIVERY of seisin, (*liberatio seisinæ*), is a delivery of possession of lands, tenements, and hereditaments, unto one that hath a right to the same, being a ceremony in the common law, used in the conveyance of lands, &c, where an estate of fee simple, fee tail, or other freehold, passes. Bract lib 2, cap. 18. West Symb. par. 1, lib 2 No person ought to be in the house, or upon the land where the livery is made, except the feoffer and feoffee, and the witnesses; when possession is given of a house, the feoffer, or his attorney, should enter the house, desiring the tenants to go out, if the same is occupied, and then taking the latch of the door, says to the feoffee, holding the scoffment, I deliver this to you, in the name of seisin of the whole of the house and premises mentioned and comprised in this deed or indenture. If the possession is to be given of land, the feoffer cuts a turf or twig, and delivers the same to the feoffee, in the name of the whole, &c., with the deed, &c.

Livery of Seisin by Feoffer to Feoffee.

BE IT REMEMBERED, that this day of
in the year of our Lord peaceable and quiet
possession, and full seisin, of the messuage, lands, tenements, and other hereditaments mentioned, and intended to be granted and feoffed by the within-mentioned A. B., to the said C D., and his heirs, was delivered by the said A. B. to the said C D., according to the form and effect of the within-written deed, in the presence, whose names are subscribed as witnesses.

LIVERY OF SEISIN.

Livery by Attornies named in the Deed.

— was taken and delivered by I. F. and E. F., the attornies within-named, to the within-named R. C., according to the tenor and effect of this present indenture, in the presence of us.

Another.

Of all and singular the lands, &c., within-granted, or mentioned to be granted, was taken and had by the within-named I. F., for and in the name of E. F. within-mentioned, and afterwards was for and in the name of the said E. F., delivered by the said I. F., unto the within-named R. C. To HOLD to him, the said R. C., his heirs and assigns, according to the form and effect of this present deed, in the presence of us whose names are hereunder written.

Attornment.

ATTORNMENT (*attornamentum*, from the French *tourner*), the acknowledgment of a new lord, on the alienation of lands, and the assent or agreement of the tenant to attorn; as, I become tenant to the purchaser. It may be made by payment of a penny rent to the grantee, or assent in writing.

An Attornment of one Tenant.

BE IT REMEMBERED, that the within-named R. C., lessee of all that messuage or tenement and premises within-mentioned, after the sealing and delivery of these presents, having heard these present indentures read, and taken perfect notice and knowledge of the contents thereof, did consent and agree thereto, and on the day of did attorn tenant unto the within-named A. B., upon the said grant, according to the form and effect thereof, by the payment of sixpence of lawful money of *Great Britain*, in the name of attornment, in the presence of us whose names are hereunto subscribed.

Livery and Attornment together.

BE IT REMEMBERED, that on the day of peaceable and quiet enjoyment and seisin of the messuage, &c., within specified, was taken and delivered by the attorney within named to the within-named R. C., according to the tenor and true meaning of this present

MEMORIALS.

indenture, and also on the day and year above-mentioned, A. B., C. D., and E. F., being tenants of the premises by several leases to them made of their respective tenancies, did severally attorn tenants to the said R. C., according to this present grant, whereof they, and every of them had full and perfect notice at the time of their said respective attornments, all which was done in the presence of us whose names are hereunto subscribed,

MEMORIALS.

By the stat. 7 Aug., c. 20, a memorial of all deeds and conveyances, and of wills or devises, in writing, made after the 29th September, 1709, of, on, or concerning any honors, manors, lands, tenements, or hereditaments in *Middlesex*, is to be registered, or shall be adjudged void against any subsequent purchaser or mortgagee for valuable consideration, whose deed shall be registered.

Memorials must be on vellum or parchment, (no stamp is required), to be under the hand and seal of some or one of the grantors or grantees, his heirs, &c., in case of a deed; and of some or one of the devisees, his heirs, &c., in case of a will. To be attested by two witnesses, one of whom must be a witness to the deed, and must make oath before one of the registrars, or before a master in chancery, ordinary or extraordinary, of the execution of the deed or memorial. The memorial to contain the date of the deed, &c., the names and additions of the parties, and of the witnesses, the parcels, with the places where the premises lie. And the deed, &c., to be produced to the registrar, who is to endorse a certificate, which is evidence.

If there be more deeds than one, the parcels only be specified in one memorial, to which the others may refer. In case the mortgages, which have been registered upon certificate signed by the mortgagees, and proved on oath, that the money due on mortgage has been satisfied, the registrar to make entry in the margin of the register-books, &c.

The act not to extend to copyhold estates, leases at a rack rent, or leases not exceeding twenty-one years, where the actual occupation goes along with the lease, or to any chambers in the inns of court of Chancery.

By the Irish Deeds Registrar Act, 3 Geo. IV. c. 116., it is directed, that all memorials of deeds registered in Ireland, and required to be proved before a commissioner

MEMORIALS.

extraordinary in chancery, in *Ireland*, for taking affidavits in *Great Britain*, may be effected without the risk of transmitting the deed to *Ireland*, if thought requisite.

The memorial to be engrossed on vellum or parchment, and ought to be directed, "to the registrar appointed pursuant to act of parliament, for registering deeds in *Ireland*;" to contain the names of the parties and witnesses thereto, and the manors, lands, &c., affected by the deed; to be under the hand and seal of some or one of the grantors or grantees; and attested by two witnesses, one of which must be a witness to the deed, who must prove, upon oath, the execution of the deed and memorial. See Register of Deeds for Affidavits, &c., relating to memorials.

Memorial of a Lease for a Year.

A MEMORIAL, to be registered pursuant to the act of parliament in that case made and provided.

AN INDENTURE, bearing date the day of in the year of our Lord , made between I. A., of of the one part; and P. B., of of the other part. Purporting to be a lease for a year, to vest the possession of and concerning all that messuage or tenement, with the appurtenances, situate, lying, and being in , in the said county of *Middlesex*, late in the tenure and occupation of , called or known by the name of , and all buildings, yards, gardens, ways, easements, profits, commodities, and appurtenances whatsoever to the said premises belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said premises; which said indenture of lease is witnessed by T. A., of in the parish of in the county of gent., and I. W., of gent., and is hereby required to be registered by the said I. F., the grantor. As witness his hand and seal, the day of 18

Signed and sealed in the presence of

Of a Release.

A MEMORIAL, to be registered pursuant to act of parliament, of

AN INDENTURE, dated the day of in the year of our Lord and made between I. A., of &c., of the one part; and P. P., of, &c., of the other part. Purporting to be a release of all and singular the same premises mentioned in a lease for a year,

MEMORIALS.

bearing date the day next before the day of the date of the said release, [*or as the fact is*], and made between the said I. A., of the one part; and the said P. P., of the other part: a memorial of which is registered at the same time herewith, which indenture of release is witnessed by T. A., of and I. W., of gent., and is hereby required to be registered by the said I. A., the grantor in the said indenture. As witness his hand and seal, this day of Signed and sealed in the presence of

Of a Bargain and Sale to be enrolled.

A MEMORIAL, to be registered pursuant to act of parliament, of

AN INDENTURE, bearing date the day of and made between I. A., of, &c., of the one part; and P. P., of, &c., of the other part. Purporting to be a deed of bargain and sale, to be enrolled, of and concerning the same premises mentioned in a lease for a year, bearing date the day next before the day of the date of the said indenture of bargain and sale, [*or as the date is*], and made between the said I. A., of the one part; and the said P. P., of the other part; a memorial whereof is registered at the same time herewith, which indenture of bargain and sale is witnessed by T. R., of , and I. W., of , and is hereby required to be registered by me, the said I. A., the grantor in the said deed of bargain and sale named. As witness my hand and seal, this day of Signed, &c.

Of a Lease for Years.

A MEMORIAL, &c., [*as before*], of

AN INDENTURE of lease, bearing date the day of and made between W. C., of, &c., of the one part; and I. C. of, &c., of the other part: WHEREBY the said W. C., for the considerations therein mentioned, did demise to the said I. C. all that situate, lying, and being abutting now in the tenure or occupation of the said I. C., TO HOLD for the term of years, to commence from at the yearly rent of of good and lawful money of Great Britain; which said indenture of lease is witnessed by and is hereby required to be registered by me the said I. C., the [*lessee*] in the said indenture. As witness, &c., [*as before*]. Signed, &c.

Of Lease and Release, which may be registered in one Memorial, as follows.

A MEMORIAL, to be registered pursuant to act of parliament, of

CERTAIN INDENTURES of lease and release, being dated respectively the 5th and 6th days of April, 18 and made between S. M., of, &c., of the first part; and I. H., of, &c., of the second part; and T. B., of, &c., and I. B., of, &c., of the third part. WHEREBY the said I. H., for the consideration therein mentioned, did grant, release, and convey unto the said T. B., and I. B., ALL those pieces or parcels of ground, messuages or tenements, and hereditaments, with the appurtenances, situate in the parish of in the county of and mentioned and described in a certain indenture of release, bearing date the day of made between I. S., S. G., and I. B., of the one part; and I. H. of the other part: a memorial whereof was registered on the day of in B. 3, No. 26. TO HOLD unto the said T. B. and I. B., to the use of the said I. H., her heirs and assigns, until her intended marriage should be had and solemnized, and from and after the solemnization thereof TO THE USE and behoof of the said S. M., his heirs and assigns; which said first-mentioned indentures of lease and release are witnessed by I. S., of *Gray's Inn*, in the county of *Middlesex*, gent., and I. T., of *New Broad Street Buildings, London*. gent., and the same are hereby required to be registered by the said S. M. As WITNESS his hand and seal, the day of 18

Signed, &c.

S. M.
L. S.

Of a Mortgage for Years.

A MEMORIAL, &c., [as before], of

AN INDENTURE of mortgage, bearing date the day of made between W. D., of, &c., of the one part; and I. W., of, &c., of the other part. WHEREBY the said W. D., for and in consideration of £. demised unto the said I. W., all situate and being in and called or known by the name of now in the tenure of To HOLD unto the said I. W. for the term of years, subject nevertheless to a proviso, that the same shall be void on payment of the sum of £. and lawful interest for the same, on the day of 18 which said indenture of mortgage is wit-

MEMORIALS.

7

nessed by and is hereby required to be registered by me, the said W. D., the grantor in the said deed. As witness, &c.

Signed, &c.

Of an Indorsement.

A MEMORIAL, &c., [*as before*], of

AN INDORSEMENT, dated the day of made from I. E., of and W. V., of on the back of a mortgage deed, dated the and made between the said I. E., of the one part; and W. V., of the other part: a memorial whereof was registered on the day of in B. No. of and concerning ALL those the messuages and premises therein particularly mentioned and described, which said indorsement is witnessed by I. C., of and R. W., of and is hereby required to be registered by me, the said I. E., the grantor. As witness, &c.

Signed, &c.

Of a Will.

MEMORIAL, &c., [*as before*], of

THE last will and testament of I. F., late of bearing date, &c., of and concerning ALL that messuage or tenement, in late in the tenure or occupation of G. L., [*or if the words of the will be general, then say*] of and concerning ALL the lands, tenements, or hereditaments which the said I. F. died possessed of in the county of which said will is witnessed by I. G., of and T. W., of and E. F., of This memorial is therefore desired to be registered pursuant to the statute by me, E. L., one of the devisees in the said will mentioned. As witness, &c.

Signed, &c.

Of a Judgment.

A MEMORIAL, to be registered pursuant to the statute.

OF a judgment in his majesty's court of of term, in the 32d year of the reign of king George the third, between I. W., gent., plaintiff; and W. G., esq., defendant (1), of a plea of debt for 100*l.* and 63*s.* costs.

(1) In case the defendant's addition, or place of abode, appears in the judgment, it should be inserted.

MEMORIALS.

Certificate.

I do hereby certify that judgment was signed in this
cause the day of E. B.

In the King's Bench.

I. G., of maketh oath, that he saw E. B., esq.,
secondary of the court of King's Bench, sign the
certificate of the judgment in the memorial above-
mentioned.

(1) Sworn, &c.

In the Common Pleas.

THAT he saw G. C., esq., one of the prothonotaries
of the court of Common Pleas, sign the certificate of the
judgment in the memorial above mentioned.

In the Exchequer.

THAT he saw T. M., esq., clerk of the Pleas of Ex-
chequer, sign the certificate of the judgment in the
memorial above mentioned.

(1) To be sworn before a judge or a master in chancery.

Of a Statute.

* A MEMORIAL, to be registered pursuant to act of
parliament.

W. H., of the parish of in the county of
gent., at the city of *Bristol*, in the county of *Somerset*,
before I. G., esq., mayor, and T. W., clerk, acknow-
ledged himself to owe W. A., of the parish of in
the county of esq., l., to be paid unto him the
said W. A., the day of *

I do hereby certify, that the statute above-mentioned
was enrolled the day of *

T. W.

L. M., clerk to W. N., of, &c., gent., maketh oath,
that he saw T. W., clerk of the statutes, sign the cer-
tificate above-mentioned.

Sworn, &c.

L. M.

Of a Recognizance in Chancery.

A MEMORIAL, to be registered, &c.

K. I., of the parish of in the county of esq.,
before the lord the king in his Chancery, acknowledged
himself to owe I. P., of merchant, l., dated the
day of *

MEMORIALS.

9

I do hereby certify, that the recognizance above-mentioned was enrolled in the High Court of Chancery, the day of

I. R. *

W. V., clerk to Mr. M. R., of maketh oath, that he saw I. R., sworn clerk to execute the office of enrolment in the High Court of Chancery for the county of *Middlesex*, sign the certificate above-mentioned.

Sworn, &c.

W. V.

A Certificate of Mortgage Money being paid.

TO THE REGISTRAR for the county of *Middlesex*.

I. W., of do hereby certify, that W. D., of , hath paid and satisfied all such sum and sums of money as were due and owing upon a mortgage made by the said W. D. to me, bearing date the day of and registered at of the clock in the forenoon of the day of following, in full discharge of the same. And I do hereby require an entry of such payment and satisfaction to be made, pursuant to the act of parliament in that case made and provided. AS WITNESS my hand this day of I. W.

Signed in the presence of W. M. of I. H. of

An Entry of the said Certificate.

MEMORANDUM. That upon the certificate of the within-named I. W., dated the day of proved by the oath of W. M., of and I. H., of that all monies due on the within-mentioned mortgage is fully paid and satisfied in discharge of the same, this entry in discharge thereof is made pursuant to the said act of parliament, this day of

B. B., registrar.

Of an Assignment of a Term to attend the Inheritance conveyed by Lease and Release.

A MEMORIAL, &c., [as before], of

AN INDENTURE of assignment, bearing date, &c., between, &c., purporting to be an assignment of the rest, residue, and remainder of a term of years granted to the said of and in certain premises, lying, &c., in the said county of *Middlesex*, mentioned in an indenture of lease made between, &c.: a memorial whercof is registered at the same time herewith, and which said term is assigned to the said in

trust, and to attend and wait upon the freehold and inheritance of the said premises by the said indenture of lease, and the release thereupon conveyed to the said

And which said indenture of assignments witnessed by, &c., and is hereby required to be registered by the said

AS WITNESS, &c.

Signed, &c.

—♦—

Of an Annuity secured by Bond and Warrant of Attorney.

A MEMORIAL, to be enrolled pursuant to act of parliament.

OF a bond, or obligation, bearing date the day of in the year of our Lord 18 from the Right Hon. P. Lord Viscount M., to R. W., of , esq., in the penal sum of 2000*l.*, with a condition thereunder written for making void the same upon payment by the said Lord Viscount M., unto the said R. W., his executors, administrators, or assigns, for and during the natural life of him the said Lord Viscount M., of one annuity, or clear yearly sum of 200*l.*, of lawful money of *Great Britain*, by equal quarterly payments, on the days therein mentioned, in each and every year, and the consideration (1) of granting such annuity is the sum of 1500*l.* of lawful money of *Great Britain*, paid by the said R. W. in cash, to the said Lord Viscount M., on the day of the date of the said obligation, and for which a receipt is signed by the said Lord Viscount M. on the back of the said bond. The execution of which bond, and the signing of which receipt, are witnessed by I. P., of *Symond's-Inn*, in the county of *Middlesex*, gent.

And of a warrant of attorney, bearing date the same day of 18 executed by the said Lord Viscount M., directed to certain attornies therein named, empowering them to enter up judgment on the above-mentioned bond, at the suit of the said R. W., in his majesty's court of King's Bench at *Westminster*, the execution of which warrant of attorney by the said Lord Viscount M., is also witnessed by the said I. P. (2)

(1) The exact manner in which the consideration of the annuity is paid must be stated in the memorial.

(2) This memorial need not be signed.

—♦—

Of Grant of an Annuity by Indenture.

A MEMORIAL, to be enrolled pursuant to act of parliament.

OF AN INDENTURE TRIPARTITE, being a grant of an annuity, bearing date the day of and made between I. M., of esq., of the first part; A. B., of spinster, of the second part; and P. Q., of gent., (a trustee named by and on the behalf of the said A. B.), of the third part.

WHEREBY, in consideration of a certain assignment of a share in Ranelagh, made by the said A. B. to the said I. M., by a certain indenture of bargain and sale, a memorial whereof is herewith registered; and also in consideration of 5s. in hand, paid to the said I. M. by the said A. B., he the said I. M., for himself and his heirs, did give, grant, bargain, sell, and confirm unto the said A. B. and her assigns, for and during her natural life, one annuity or yearly rent charge of 100*l*. of lawful money of *Great Britain*, to be issuing and payable yearly during the life of the said A. B., out of all that, &c. To HOLD and enjoy the said annuity of *l*., unto the said A. B. and her assigns, during the term of her natural life, clear of all taxes and deductions whatsoever, payable quarterly on the days and in manner therein mentioned: AND for the better securing the payment of the said annuity, and also in consideration of 5s. to the said I. M., paid by the said P. Q., he the said I. M., did demise unto the said P. Q., all and singular the theretofore mentioned messuage or tenements, lands, and premises thereby charged with the said annuity To HOLD the said premises thereby demised unto the said P. Q., his executors, &c., from the day next before the day of the date thereof, for the term of ninety-nine years, (if the said A. B. should so long live), at the yearly rent of a pepper-corn only, if lawfully demanded, subject to redemption upon the due payment of the said annuity to the said A. B., in manner therein mentioned: the execution of which indenture, whereof this is a memorial, is witnessed by F. J., of in the county of gent., and I. C., of in the county of gent. (1)

(1) It does not seem that an annuity of this nature is within the annuity act, yet to prevent any doubt, it may be as well to enrol it.

MORTGAGES.

A MORTGAGE, (*mortgagium vel mortuum vadum*), is compounded of two French words, viz. *mort*, i. e. *mors*, and *gage*, i. e. *pignus*, and signifies a pawn of land or tenements, or any thing immoveable, laid or bound for money borrowed, to be the creditor's for ever if the money be not paid at the day agreed upon; and the creditor holding land and tenement upon this bargain, he is called tenant in mortgage.—Litt. s. 357.

Now let it be supposed, that a man having any estate of inheritance, is minded to borrow money thereupon by way of mortgage, this man (if his estate be a fee simple, and he have no wife), can make a mortgage thereof by lease and release, or some other conveyance hereinafter treated of, but he that can assure the inheritance has always a power to make a less estate, and therefore the most usual way by which a person mortgages his estate is this, viz. the mortgagor, in consideration of the sum lent, grants, bargains, sells, and demises to the mortgagee the land to hold for 1000 years, without impeachment of waste, at the yearly rent of one pepper corn, with a proviso or condition therein contained, that if the principal and interest be repaid at a certain day or days therein stipulated, without abatement for taxes or other causes, then the said term should cease and be void; and the mortgagor therein covenants to pay the money, and that the lands are free from incumbrances, &c. And lastly follows a covenant from the mortgagor, that in default of payment, he will do any further act not only for confirming the term, but sometimes for assuring the fee simple and inheritance of the premises to some proper person in trust for the mortgagee. He in some instances gives a bond to perform the covenants; and remember, that these words, "without impeachment of waste," are of such great efficacy, that they will give power to the lessee or mortgagee, to pull down houses, cut down trees, and convert them to his own use; and if they are thrown down by tempest, the trees and materials will belong to him; whereas without these words, every lessee for years, even for the longest term that can be named, and every lessee for life, hath but a special interest in the houses and trees, so long as they are standing and annexed to the freehold, and if he prostrates the houses, or cuts down the trees, or suffers them to be pulled or cut down, he will be liable to an action of waste, wherein the lessor recovers treble damages, and the place wasted. And if the same be thrown down by tempest, the trees or the materials, (un-

less the said special words be in the lease), will belong to the lessor or landlord only; the tenant may use them to build a new house on the land, but not sell them: and remember that every tenant for life or years, is by law entitled to have reasonable estovers, to wit, house-bote, (i. e. he may take timber on the premises for the necessary repairs of the housing, &c., and wood to burn in the house demised); plough-bote, (i. e. wood for his plough, cart, &c.); and hay-bote, (i. e. wood to mend his hedges on the premises). But to prevent any spoil, it is usual for the landlord, in the lease to the tenant, to except and reserve to himself all the timber and wood, unless it be the necessary hedge-bote, to be taken without lopping or hurting the trees; and the reason why such mortgages are made by such a long lease as aforesaid, rather than by conveying the freehold, (which might be done), is because such a long lease *without impeachment of waste*, and the covenant introduced to convey the inheritance, is equal with the inheritance. It is more easily made, and afterwards more easily assigned or transferred than a freehold can be; and the term vests in the mortgagee's executor or administrator, who hath a right in equity to the mortgage money, and not to his heir as a freehold would, which is a great convenience.

But if a man hath a wife, she must join with him in a fine to make such mortgage, for otherwise after her husband's death, she will have the third part of the land during her life for her dower.

And if a man be seised in tail, then he must levy a fine, and if there be remainders over to strangers, then he must suffer a common recovery, in order to make such mortgage; and in these cases of a fine or recovery, the mortgage deed usually declares the use to be for the mortgagee during his term, and afterwards for the mortgagor and his heirs.

It is advisable when such a mortgage is once made, always to keep the same on foot, and never to merge it in the inheritance, because it serves to prevent all incumbrances made, committed, or suffered after the time of making such mortgage, which are called *mere* incumbrances, to wit, debts owing to the king, which bind the land from the time a man becomes a debtor or accountant, statute-merchant, statute-staple, recognizances, (which bind the land from the time they are enrolled), debts contracted by bond or simple contract, (which bind after judgment signed for those debts), and all sales, settlements, leases, dowers, and many other things, which may alter, clog, charge, or incumber the estate; for if the mortgagor be able to pay off the mortgage money thereupon, he can have the mortgage term

assigned to trustees for his own benefit. But many times the mortgagor is under a necessity to change the mortgage (*i. e.* to procure a third person to lend money to pay off the first mortgage, and perhaps to furnish himself with a sum further); then the way is thus:—an indenture tripartite is made between the mortgagor of the first part, the first mortgagee of the second part, and the second mortgagee of the third part; wherein the first mortgage is recited, and that for non-payment of the money, the estate of the first mortgagee is become absolute in law, and then the first mortgagee, by direction of the mortgagor, (in consideration of so much money paid as the principal and interest amounts to), and the mortgagor or his heir (for 5s., or a further sum of money, if a further sum be lent to him), assign to the second mortgagee the land, *habendum* for the residue of the said term of 1000 years, without impeachment of waste, and freed from the former proviso of redemption. And the first mortgagee in this indenture covenants against all acts done by himself only, and the mortgagor or his heir covenants against all incumbrances generally. And then the second mortgagee covenants, that if all the money he lends be repaid with interest, at a day or days limited, then he or his executors, administrators, or assigns, will re-assign the premises to the mortgagor or his heirs, free from incumbrances to be committed by the second mortgagee, by which means a second mortgage may be changed several times.

And at length it may happen that the mortgagor is desirous of selling his estate; then, according to the usual method, the mortgagor and his wife convey the inheritance to the purchaser and his heirs, by some proper conveyance of those before mentioned; and by another indenture, the mortgagor, and by his direction the mortgagee, convey the premises to trustees, *habendum* to them, for the residue of the term of 1000 years, free from all power of redemption, in trust for such uses and purposes as the purchaser, by any deed executed in his lifetime, or by his last will, shall appoint; and in default of such appointment, in trust, that the said term shall attend and go along with the inheritance of the premises to the purchaser and his heirs; and in this indenture of assignment, the mortgagee usually covenants against all acts and deeds done by himself as aforesaid, and the mortgagor (now the vendor) covenants against all incumbrances done by him or any of his ancestors.

It is not without good reason that purchaser, and second and future mortgagees, look upon this assignment

of the term to be a great security to the title against mesne incumbrances.

But great care must be taken that the mortgagee do not join in any fine, (which is a feoffment of the inheritance), or any other conveyance of the freehold to the purchaser, for thereby the term will be in danger to be drowned, and consequently a subsequent assignment to the trustees will be invalid.

A term of years, or a lease for years, once granted, may be assigned from man to man *ad infinitum*, either absolutely, or with a proviso of redemption, and the lessee may assign, though the word assigns be not in his lease, and it is usual to mortgage such leases, if they be of value, by conditional assignments.

Also, an estate holden by extent or execution is assignable.

But debts owing upon specialty, or without specialty, are called *choses in action*, and are not assignable in law. But if an assignment be actually made thereof for good consideration, a court of equity will compel the execution thereof.

Deed of Covenant for Executing a Mortgage with deposit of Title Deeds. Vide 3 Ves. jun. 582.

THIS INDENTURE, made the day of
between A. B., of, &c., of the one part; and C. D.,
of the other part.

WITNESSETH, the said A. B. is indebted unto the said C. D. in the sum of £., which the said A. B. doth hereby acknowledge. AND WHEREAS, the said A. B., in order to secure the payment thereof, with lawful interest, hath deposited in the hands of the said C. D. the several title deeds relating to the hereditaments hereinbefore described, and hath agreed to enter into such covenants for executing a mortgage to him thereof which required, as hereinbefore is expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in order to secure to the said C. D. the repayment of the said sum of £. so now justly owing to him by the said A. B. as aforesaid, together with interest for the same, after the rate, and at the times and in manner hereinafter mentioned. AND in consideration of 5s., of, &c., to the said in hand, well and truly paid by the said C. D., at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. He, the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant, grant, and agree, with and to the said C. D., his heirs, executors,

administrators, and assigns, according to the nature and qualities of the several messuages, lands, and hereditaments hereinafter described, in manner following; (that is to say), that the said A. B., his heirs, executors, or administrators, shall and will; at any time hereafter, upon the reasonable request in writing of the said C. D., his heirs, executors, administrators, or assigns, but at the proper costs and expenses of the said A. B., his heirs, executors, or administrators, by such good satisfactory conveyances and assurances in the law, as the said C. D. or his counsel shall advise and require, well and effectually convey and assure, or cause and procure to be well and effectually conveyed and assured, unto and to the use of the said C. D., his heirs, executors, administrators, and assigns, all that, &c. To HOLD the said messuages, lands, tenements, hereditaments, and premises, unto and to, and for the use and benefit of the said C. D., his heirs, executors, administrators, and assigns (according to the natures and qualities of the said hereditaments respectively), for all the estate and interest which he, the said A. B. now has therein respectively, subject only to a proviso or condition to be therein contained, that if the said A. B., his executors or administrators, shall and do well and truly pay unto the said A. B., his executors, administrators, or assigns, the full sum of *l.*, of lawful money of the united kingdom of *Great Britain and Ireland*, of English value and currency, on a day therein to be named for that purpose, within twelve calendar months from the date thereof, together with interest for the same, after the rate of *5l.* per cent. per annum, of like money, clear of all deductions whatsoever, then the said C. D., his heirs, executors, administrators, or assigns, (according to the natures and qualities of the said hereditaments), shall forthwith, at the request and expense of the said A. B., his executors, administrators, or assigns, re-convey all and singular the same hereditaments and premises, unto and to, and for the use and benefit of the said A. B., his heirs, executors, administrators, or assigns accordingly, or of such other persons, and in such manner and form as the said A. B., his executors or administrators, shall direct, free from all incumbrances, to be committed or occasioned by him, the said C. D., his heirs, executors, administrators, or assigns. AND it is hereby further covenanted and agreed, by and between the said parties hereto, that the said conveyances and assurances to be made by the said A. B., shall contain all such covenants, provisos, stipulations, and agreements, on the part of the said A. B. and the said C. D. respectively, as are usual or proper in mortgages of

estates, if similar natures or qualities, and in particular a covenant and agreement by the said A. B., for himself, his heirs, executors, and administrators, that he or they, or some or one of them, shall and will well and *bond fide* pay unto the said C. D., his executors, administrators, or assigns, the sum of £., with interest for the same, at the rate aforesaid, at the time and in the manner in the said hereinbefore mentioned proviso expressed. AND it is hereby further covenanted and agreed, by and between the said parties hereto. that until such conveyances and assurances as aforesaid shall be made and perfected, he, the said A. B., his heirs, executors, administrators, and assigns, shall and will stand and continue seised, possessed of, and interested in all and singular the said hereditaments for such estate and interest as he, the said A. B., now has, or immediately after the sealing and delivery of these presents, shall have therein respectively, and shall not nor will in any manner charge or incumber the same; and that until full payment shall be made of the said sum of £. and interest, the said C. D. shall have and retain all and singular the deeds, evidences, and writings relating to, or in anywise affecting the said messuages, lands, tenements, or hereditaments, or any part thereof, and mentioned in the schedule hereunto annexed. AND shall not be compelled to deliver up the same, upon any pretence whatsoever. IN WITNESS,

Mortgage by Demise.

THIS INDENTURE, made, &c., between [mortgagor], Parties.
of the one part, and [mortgagee] of the other part.

WHEREAS, the said [mortgagee] on the application Recital.
and at the instance and request of the said [mortgagor],
hath agreed to advance and lend to the said [mortgagor]
the sum of £. at interest, on the security made by
these presents, and the bond of the said [mortgagor],
hereinafter mentioned, NOW THIS INDENTURE WIT- Consideration
NESSETH, that in pursuance of the said agreement, and
in consideration of the sum of £. of lawful money of
the united kingdom of Great Britain and Ireland, cur-
rent in England, to the said [mortgagor] in hand, well
and truly paid by the said [mortgagee], at or imme-
diately before the enaealing and delivery of these pre-
sents, the receipt of which said sum of £. he the said
[mortgagor] doth hereby acknowledge, and of and from
the same sum, and every part thereof, doth acquit, re-
lease, and discharge the said [mortgagee], his executors,
administrators, and assigns, by these presents he the
said [mortgagor], hath directed, limited, and appointed,

Demise.

granted, bargained, sold and demised. And by these presents doth direct, limit, and appoint, grant, bargain, sell and demise, unto the said [*mortgagee*], his executors, administrators, and assigns, all that messuage, &c., together with all and singular houses, outhouses, edifices, buildings, cellars, sollars, areas, courts, court-yards, warehouses, pumps, cisterns, privies, sewers, gutters, drains, wydrafts, backsides, gardens, ways, paths, passages, lights, easements, waters, watercourses, liberties, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said messuage, or tenements, hereditaments and premises, with the appurtenances hereby granted and demised, or intended to be. And the reversion and reversions, remainder and remainders, rents, issues, and profits of the same messuage, hereditaments, and premises.

Habendum

To HAVE AND TO HOLD the said messuage, &c., and all and singular other premises hereinbefore mentioned, and intended to be hereby demised and granted, limited, and appointed, and every part thereof, with their appurtenances, unto the said [*mortgagee*], his executors, administrators, and assigns, from the day next before the day of the date hereof, for and during, and unto the full end and term of 1000 years, from thence next ensuing, and fully to be complete and ended. YIELDING AND PAYING therefore, yearly and every year during the said term, unto the said [*mortgagor*], his heirs and assigns, the rent of one pepper-corn, on the feast day of St. John the Baptist, if lawfully demanded.

Proviso for redemption.

PROVIDED ALWAYS, and it is hereby expressly declared and agreed, by and between the said parties to these presents; that if the said [*mortgagor*], his heirs, executors, administrators, and assigns, do and shall well and truly pay or cause to be paid unto the said [*mortgagee*], his executors, administrators, or assigns, the said sum of £. all of good and lawful money of the united kingdom of Great Britain and Ireland, with interest henceforth for the same, after the rate of 5*l.* for 100*l.* for a year, upon the day of next ensuing, without any deduction or abatement whatsoever, for or in respect of the same. That then and in that case immediately after such payment shall be made as aforesaid, these presents, and the term hereby granted and created, and also one bond given and entered into by the said [*mortgagor*], to the said [*mortgagee*], in the penal sum of £. conditioned to be void, on payment of £. and its interest, and every clause, matter, and thing herein contained, shall cease, determine, and become absolutely null and void, to all intents and purposes whatsoever, any thing herein contained to the

contrary thereof in anywise notwithstanding. And the said [*mortgagor*], doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree, to and with the said [*mortgagee*], his executors, administrators, and assigns, by these presents, in manner and form following; (that is to say), that he the said [*mortgagor*], his heirs, executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the said [*mortgagee*], his executors, administrators, or assigns, the said sum of

Covenant for the payment of the money

L. with lawful interest for the same, of like, &c., on the day above appointed, without any deduction or abatement whatsoever, according to the proviso above written, and the true intent and meaning of these presents. AND ALSO that the said [*mortgagor*], now hath in himself, good right, full power, and lawful and absolute authority to demise and grant, limit and appoint, the said messuage, tenement, &c., above mentioned, and every part thereof, with the appurtenances, unto the said [*mortgagee*], his executors, administrators, and assigns, for and during the said term of 500 years, in manner aforesaid, and according to the true intent and meaning of these presents. And likewise, that from and immediately after breach of the proviso or condition above written, it shall and may be lawful to and for the said [*mortgagee*], his executors, administrators, and assigns, from time to time, and at all times hereafter peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy, all and singular the said messuage, &c., hereby demised and granted, with the appurtenances, and to receive and take the rents, issues, and profits thereof, for and during all the rest, residue, and remainder of the said term of 500 years which shall be then to come and unexpired, without the lawful let, suit, trouble, hindrance, interruption or denial, of or by the said [*mortgagor*], his heirs, executors, or administrators, or any other person or persons whomsoever. And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said [*mortgagor*], his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, forfeitures, estates, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said [*mortgagor*], his heirs or assigns, or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him or them. AND FURTHER,

Usual covenants.

MORTGAGES.

that he the said [*mortgagor*] and his heirs, and all and every other person or persons whomsoever, having or claiming, or who shall or may have or claim any lawful or equitable estate, right, title, or interest, of, in, to or out of the said messuage, &c., above mentioned, and hereby demised, or any part thereof, by, from or under him or them, shall and will, from time to time, and at all times after breach of the proviso or condition aforesaid, at the reasonable request of the said [*mortgagee*], his executors, administrators, and assigns, but at the costs and charges in the law of the said [*mortgagor*], his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds, matters and things, conveyances, and assurances, in the law whatsoever, be it by matters of record or otherwise howsoever, for the further, better, more perfect, and absolute granting and demising of the same messuage, &c., with the appurtenances, unto the said [*mortgagee*], his executors, administrators and assigns, from thenceforth, and during all the rest, residue and remainder of the said term of 500 years, which shall be then to come and unexpired, freed and discharged of and from the proviso or condition hereinbefore contained, for redemption of the said premises and all equity thereupon, as by the said [*mortgagor*], his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised, or required. AND MOREOVER, it is hereby expressly declared and agreed, by and between all the said parties to these presents; that in the mean time, and until default shall happen to be made of or in payment of the said sum of £. contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, it shall and may be lawful to and for the said [*mortgagor*], his heirs and assigns, peaceably and quietly to have, hold, and enjoy the messuage, &c., and every part thereof, above mentioned, and hereby demised and granted, limited and appointed, or intended so to be, with their appurtenances, and to receive and take the rents, issues and profits thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, hindrance, interruption or denial, of or by the said [*mortgagor*], his executors, administrators, or assigns, or any person or persons whomsoever, lawfully claiming or to claim, by, from, under or in trust for him or them respectively. IN WITNESS.

*Mortgage in Fee, by Appointment and Release,
with a Covenant for Insurance against Fire.*

THIS INDENTURE, of three parts, made the day of . 18 between J. C., of, &c., and T. G., of the same place, gent., (a trustee for the said J. C.,) of the first part; G. O., of, &c., (another trustee for the said J. C., of the second part); and J. M., of, &c., of the third part.

WHEREAS, by indentures of lease and release, bearing date respectively the and days of inst. Recital of release conveying the premises to mortgagor.
The release being made between A. J., widow, and W. J., her eldest son, as therein described, of the first part; J. H., gent., of the second part; the said J. C., and T. G., of the third part; and the said G. O. of the fourth part. In consideration of the sum of £, purchase money, paid by the said J. C. to the persons and in manner therein mentioned. The messuage or dwelling-house, garden, and hereditaments, hereinafter particularly mentioned, and described, and intended to be hereby limited and appointed, granted, and released, were conveyed, settled, and assured, and do now stand limited and assured. To such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, agreements and declarations, as the said J. C., by any deed or deeds, instrument, instruments in writing, with or without power of revocation or new appointments, to be by him sealed and delivered, in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils in writing thereto, to be by him signed and published, as therein mentioned; should from time to time, or at any one time, direct, limit, or appoint; and in default thereof, to the use of the said T. G., his executors and administrators, during the life of the said J. C., in trust for him the said J. C., and his assigns, during his natural life, and to prevent dower as therein mentioned, with remainder to the use of the said J. C., his heirs and assigns for ever. AND WHEREAS, the said J. M., hath, on the application of the said J. C., agreed to advance and lend to him the sum of £, upon mortgage or security of the messuage or dwelling-house, garden, and hereditaments, hereinafter particularly described and mentioned, and intended to be hereby limited and appointed, granted, and released. NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the sum of £, of lawful, &c., to the said J. C., in hand, well and truly paid by the said J. M., upon or before the sealing and delivery of these presents. The

Trustee by
direction of
mortgagor
bargains,
sells and
releases.

Vendor di-
rects, limits
and ap-
points

Gener-
worus

Privileges

receipt of which said sum of £. accordingly he the said J. C. doth hereby acknowledge, and of, and from the same and every part thereof, doth acquit, release, and discharge the said J. M., by these presents. AND in consideration of 10s., of like money, to the said T. G., in like manner paid by the said J. M., the receipt whereof is hereby also acknowledged. He the said T. G., at the request, and by the direction of the said J. C., signified by his being a party to, and executing these presents, HATH bargained, sold, and released, and by these presents DOETH bargain, sell, and release; and the said J. C., by virtue and in pursuance of the said recited power or authority to him in that behalf given or reserved in and by the said indenture of release, of the inst., and by virtue and in pursuance of every other power or authority, enabling him in that behalf, HATH directed, limited, and appointed, granted, bargained, sold, and released, ratified, and confirmed; and by this present deed or writing, by him the said J. C. sealed and delivered in the presence of, and attested by the two credible persons, whose names are intended to be hereupon written and indorsed as witnesses to the execution thereof by the said J. C. BOTH direct, limit, and appoint, grant, bargain, sell, release, ratify and confirm unto the said J. M., his heirs and assigns; ALL that messuage, tenement, or dwelling-house, with the outbuildings, yards, gardens, orchards, and backsides thereunto belonging; situate, standing, and being within or near, &c., aforesaid, heretofore in the possession or occupation of, &c., afterwards of, &c., the elder, but now of the said J. C., his undertenants, or assigns; together with all and singular edifices, bridges, stables, yards, ways, waters, watercourses, paths, passages, lights, easements, liberties, privileges, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said messuage or dwelling-house, garden, hereditaments and premises mentioned, and intended to be hereby limited and appointed, granted and released, or any part thereof belonging, or in any wise appertaining, or to or with the same, or any part thereof, now, or at any time heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken or known, as part, parcel, or member thereof, or as belonging thereunto, and the reversion and reversions, remainder or remainders, rents, issues, and profits of the same premises, (which said messuage or dwelling-house, gardens, hereditaments and premises mentioned, and intended to be hereby released, are now in the actual possession of the said J. M., by virtue of a bargain and sale to him thereof made, by the said J. C., and T. G., for the term of a

year, in consideration of 5s. to them paid, by the said J. M., in and by one indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for transferring uses into possession; and all the estate, right, title, interest, use, trust, possession, property, claim, and demand, whatsoever, as well legal as equitable, of them the said J. C., and T. G., or either of them, of, into, or out of, the same premises; To HAVE AND TO HOLD the said messuage or dwelling-house, gardens, hereditaments and premises mentioned, and intended to be hereby released, with the appurtenances, unto the said J. M., his heirs and assigns, for ever, subject, nevertheless, to the proviso or agreement for redemption thereof hereinafter inserted or contained; (that is to say), PROVIDED ALWAYS, and it is hereby agreed and declared by and between the said parties to these presents, that if the said J. C., his heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said J. M., his executors, administrators, or assigns, the sum of

Habendum.

Proviso for redemption.

£. of lawful money, &c., with interest henceforth for the same after the rate of 5l. for a 100l. for a year, on the day of now next ensuing, without any deduction or abatement for or in respect of any taxes, charges or assessments, or other matter or thing whatsoever, taxed, charged, or imposed, or to be taxed, charged, or imposed upon the said messuage or dwelling house, gardens, hereditaments, and premises, mentioned and intended to be hereby released, or any part thereof, or upon the said sum of £., and interest, or any part thereof respectively, or upon the said J. M., his heirs, executors, administrators, or assigns, in respect thereof, by authority of parliament, or otherwise howsoever, save and except such tax on property as, under the present or any future act or acts of parliament, now is or hereafter may be chargeable on the said sum of

£., or the interest thereof, or the said messuage or dwelling-house, gardens, hereditaments, and premises, mentioned and intended to be hereby limited and appointed, granted and released, in respect thereof, so far as the said J. M., his executors, administrators, or assigns, is or are liable to pay the same). Then and in that case, and at any time thenceforth, the said J. M., his heirs and assigns, shall and will, at the request and expense of the said J. C., his heirs or assigns, convey and assign the same messuage or dwelling-house, garden, hereditaments and premises, with their appurtenances, unto, and to the use of the said J. C., his heirs and assigns, or as he or they shall direct or appoint, free from all incumbrances, in the meantime to be made,

(Covenant
from mort-
gagor to
pay mort-
gagee mo-
ney and in-
terest.

done, or committed, by the said J. M., his heirs, ex-
ecutors, administrators, or assigns, or by any person or
persons claiming, or to claim, by, from, or under,
or in trust for him, them, or any of them. [*Add*
a covenant from trustee that he had done no act to
encumber]. AND the said J. C., for himself, his heirs,
executors, and administrators, doth hereby covenant,
promise, and agree, to and with the said J. M., his
heirs, executors, administrators, and assigns, &c., in
manner following; (that is to say), that he the said
J. C., shall and will well and truly pay, or cause
to be paid unto the said J. M., his executors, ad-
ministrators, and assigns, the said sum of £. of
lawful, &c., with interest henceforth for the same,
after the rate of 5*l.* for a 100*l.* for a year, on the
day of now next ensuing, without any

Recital of
the creation
of a mort-
gage term.

deduction or abatement for taxes or otherwise howso-
ever, according to the true intent and meaning of these
presents; and that he the said J. C. and the said T. G.,
now have in themselves, or one of them hath, good
right to direct, limit, and appoint, grant, bargain, sell,
and release, &c. AND FURTHER, that it shall and
may be lawful to and for the said [*mortgagee*], that in
default of payment of the said sum of and in-
terest, or any part thereof, &c., to enter, &c., (free
from incumbrances). AND for further assurance after
breach of the proviso, &c. AND WHEREAS, by inden-
ture, bearing date, &c., 18 and made between B. I.,
&c., and T. H., gent., his trustee, of the one part; and
S. P., of H., in the parish of M., in the said county,
widow, of the other part: in consideration of the sum of
to the said B. J. paid by the said S. P., and of
5*s.* to the said T. H. paid by the said S. P. He the
said T. H., by the direction of the said B. J., did de-
mise, grant, bargain, and sell; and the said B. J. did
demise, grant, bargain and sell, ratify and confirm, unto
the said S. P., her executors, administrators, and as-
signs, all and singular the messuages, &c., hereinbefore
described and mentioned, and intended to be hereby
limited and appointed, granted and released, and the
reversion and reversions, remainder and remainders,
rents, issues, and profits of the same premises, To HOLD
the same unto the said S. P., her executors, adminis-
trators, and assigns, from the day of the date thereof,
for the term of 1000 years, subject to a proviso therein
contained for making void the same term, upon pay-
ment by the said B. J., his heirs, executors, administra-
tors, or assigns, unto the said S. P., her executors, ad-
ministrators, or assigns, of the sum of and interest,
as therein mentioned, which money was not paid

Accordingly. AND WHEREAS, the said B J made and duly executed his last will and testament, in writing, bearing date the day of 182 and thereby gave and devised unto his wife, the said A. J., and her assigns, ALL that his said messuage or tenement, garden, land, and premises, then in his own occupation, and situate near the in aforesaid, with all and singular the appurtenances to the same premises belonging, To hold unto his said wife and her assigns, for and during the term of her natural life, in case she should so long continue his widow, and unmarried, subject, nevertheless, to the mortgage money therein secured upon the same premises, and from and immediately after the decease, or marriage, of his said wife, he gave and devised the said leasehold premises unto his son, B J, the younger, his heirs and assigns for ever and the said testator afterwards devised this life without revoking or varying, his said will. AND WHEREAS by an indenture bearing date the day of 182 made between the said S P of the

Recital of the will of the mortgagor in the last recited indenture whereby he gives his mortgaged premises to his wife for her life subject to the mortgage and after her decease, to his son

Recital of an assignment

first part, the said A J and B J the younger, of the second part, and J H, gent., of the third part, after reciting to the effect hereinbefore recited, AND that the said sum of £ then remained due and owing upon the said recited security but that all thereof had been paid. AND that the said S P having called upon the said A J and B J, the younger, for payment thereof, they the said A J and B J, had applied to the said J H, to lend and advance to them the sum of

£ for that purpose, which he the said J H, had agreed to do. JUSTLY THEREUPON RECITING INDENTURE WITNESSED that in consideration of the sum of £ to the said S P, paid by the said J H., and of 5 to the said A J and B J, the younger, paid by the said J H, she the said S P, by the direction of the same A J and B J, did bargain, sell, and assign. AND the said A J and B J, the younger, did grant, bargain, sell, ratify, and confirm unto the said J H, his executors, administrators and assigns the said messuage, tenement, or dwelling-house, gardens, lands, hereditaments, and all and singular other the premises mentioned and comprised in the said recited indenture of mortgage, with their and every of their appurtenances, To hold the same unto the said J H, his executors, administrators, and assigns, thenceforth for the then residue of the said term of 1000 years, therein subject to a proviso therein contained for redemption of the same premises, upon payment by the said A J, and B J, or either of them, then or either of their heirs, executors, or administrators, unto the said J. H., of the sum of

Witness 2d part of the reciting clause of a statute

Hale ad m reciting indenture

Recital of
the assign-
ment of the
term to at-
tend the in-
heritance
purchased
by said
J. C.

Declaration
by trustee
of term to
stand pos-
sessed for
better se-
curing
mortgage
money.

Covenant to
insure from

l. and interest, as therein mentioned, which money was not paid accordingly. AND WHEREAS, the said B. J., the younger, lately departed this life unmarried, intestate, and without issue, leaving the said W. J., his only brother and heir at law. AND WHEREAS, in and by the before-mentioned indenture of release of the day of in consideration of the sum of l. to the said J. H., paid by the said J. C., by the direction of the said A. J. and W. J., in discharge of all money then due to the said J. H., upon the said recited security, and for the other considerations therein mentioned, all and singular the said messuage or dwelling-house, gardens, hereditaments, and premises hereinbefore described and mentioned, and intended to be hereby limited and appointed, granted and released, with the appurtenances, were assigned unto the said G. O., his executors, administrators, and assigns, thenceforth for the then residue of the said term of 1000 years therein, IN TRUST, nevertheless, for the said J. C., his heirs and assigns, to be disposed of as he or they should direct or appoint, and in the meantime to attend the reversion, freehold, and inheritance of the same premises, to protect the same from all mesne charges and incumbrances (if any such there were). NOW THIS INDENTURE WITNESSETH, for the better and further securing the payment of the said sum of l., and interest, it is hereby agreed and declared by and between the said parties to these presents, and particularly the said J. C. doth hereby agree, declare, and direct, that the said G. O., his executors, administrators, and assigns, shall henceforth stand and be possessed and interested of and in the said messuage or dwelling-house, gardens, hereditaments, and premises mentioned, and intended to be hereby limited and appointed, granted, and released, for and during the now residue of the said term of 1000 years therein, UPON THE TRUSTS following, (that is to say), UPON TRUST in the first place for the said J. M., his executors, administrators, and assigns, for the better securing to him and them, the payment on the said day of now next ensuing, of the said principal sum of l., and interest after the rate hereinbefore mentioned. AND from and after the payment thereof, and subject in the meantime thereto; in trust to attend the reversion, freehold, and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances, (if any such there be). And the said J. C., for himself, his heirs, executors and administrators, doth hereby covenant, promise, and agree, to and with the said J. M., his executors, administrators, and assigns, that he the said J. C., his heirs,

executors, or administrators, shall and will from time to time, and at all times hereafter, so long as the said principal sum of £. shall remain due and owing upon the security of the said messuage or dwelling-house, gardens, hereditaments, and premises mentioned, and intended to be hereby limited and appointed, granted and released, insure and keep insured in the public insurance office from fire, established in

aforesaid, called the fire office, as to fire or damage happening thereby, in the whole the sum of

£. And that he the said J. C., his heirs, executors, and administrators, at his and their expense, shall and will immediately upon making or renewing every policy of such insurance, assign the same and the benefit thereof to the said J. M., his executors, administrators, and assigns. And it is hereby agreed and declared by and between the said parties to these presents, that in case the said J. C., his heirs, executors, or administrators, shall at any time during the continuance of the said security, refuse or neglect to insure the said sum of £., or to make such assignment of the policy or policies so to be made or taken as aforesaid, that then and so often it shall and may be lawful to and for the said J. M., his executors, administrators, or assigns, in like manner to insure the said sum of £. or any less sum, and for such time as he or they shall think proper. And that all such policies of insurance so to be aforesaid renewed, made, or taken, shall be to the use of or in trust for the said J. M., his executors, administrators, and assigns, for better securing to him and them the payment of the said sum of £. and the interest attending and to grow due for the same, and subject thereto, in trust for the said J. C., his heirs and assigns. And the said J. C. doth hereby declare and agree, that the premium, costs, and charges, attending the making of such incumbrances, by the said J. M., his executors, administrators, or assigns, or which he or they shall pay, expend, or be put unto, in or about the receiving or recovering of the money thereby recoverable, shall stand charged upon the said messuage or dwelling-house, garden, hereditaments, and premises mentioned, and intended to be hereby limited and appointed, granted, and released, and carry interest from the respective times of such payment thereof, after the rate hereinbefore mentioned. And it is hereby declared and agreed by and between the said parties to these presents, that in the meantime, and until default shall happen to be made of or in payment of the said sum of

£. and interest, or some part thereof respectively, contrary to the form and effect of the aforesaid proviso

In case of
neglect of
insuring.

Mortgagor
to enjoy
until de-
fault.

and covenant for payment of the same, it shall and may be lawful to and for the said J. C., his heirs and assigns, peaceably and quietly to have, hold, and enjoy the said, &c., above-mentioned, and hereby granted and released, directed, limited, and appointed, or intended so to be, with the appurtenances, and to receive and take the rents, issues, and profits thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, hindrance, interruption, or denial, of or by the said his heirs or assigns, or any other person or persons whomsoever lawfully claiming, or to claim, by, from, or under, or in trust for him or them respectively
IN WITNESS, &c.

—◆—

Conveyance from a Mortgagee and Mortgagor of Hereditaments to a Trustee in trust to sell, operating as a Mortgage or Security to two Persons advancing Money in certain Proportions.

THIS INDENTURE of four parts, made, &c., between [a mortgagee] of the first part; [the mortgagor] of the second part; A. B. and C. D. (two persons who advance a sum of money in certain proportions to mortgagor, to pay off mortgage, and for other occasions) of the third part; and a trustee to whom the premises are conveyed in trust as a security, of the fourth part.

Recital of agreement to advance money.

WHEREAS, by indenture, &c., [recites a mortgage for securing £ and interest, to [mortgagee] AND WHEREAS the said sum of £ was not paid according to the said proviso for payment, but still remains due and owing, upon or by virtue of the said recited security, all interest for the same to the day of the date hereof being satisfied and paid. AND WHEREAS the said [mortgagee], having occasion for the said sum of £, the said A. B. and C. D. have, upon the application of the said [mortgagor], agreed to advance and lend to him the sum of £. (in the proportions following, (to wit) the sum of £ part thereof by the said A. B., and the sum of £ the residue thereof, by the said C. D.), upon having the said messuage, lands, woods, hereditaments, and premises hereinbefore described, and hereinafter mentioned, to be hereby released made a security for the repayment of the same with interest, by a conveyance in trust to sell in manner hereinafter mentioned; and in order to enable the said [mortgagor] to satisfy and discharge the said sum of £. due and owing to the said [mortgagor] as aforesaid, and to satisfy the other occasions of him the said [mortgagor]. Now

THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the sum of

l. of lawful money, &c.; to the said [mortgagee] in hand well and truly paid by the said A. B., upon or before the sealing and delivery of these presents, *at the request and by the direction of the said [mortgagor]*, signified by his being party to and executing these presents AND IN CONSIDERATION of the sum of *l.* of like money to the said [mortgagee], in like manner paid by the said C. D., at the like request and direction of the said [mortgagor], signified as aforesaid, which sums of *l.* and *l.* make together the sum of *l.*, and are in full satisfaction and discharge of all principal money and interest now due and owing to the said [mortgagee], upon or by virtue of his said recited security And in consideration of the sum of *l.* of like money to the said [mortgagor], in like manner paid by the said C. D., the receipt of which said several sums of, &c.; making together the sum *l.*, accordingly they the said [mortgagee] and [mortgagor] do hereby respectively acknowledge, and of and from the same and every part thereof, do at quit, release, and discharge the said A. B. and C. D., respectively by these presents. And in consideration of 10*s.* of like money to the said [mortgagee] and [mortgagor], in like manner paid by the said [trustee], the receipt whereof is hereby also acknowledged, he the said [mortgagee], *at the request and by the direction of the said [mortgagor]*, and at the nomination and appointment of the said A. B. and C. D., signified by their respectively being parties to and executing these presents, hath bargained, sold, and released, and by these presents doth, &c. AND the said [mortgagor] at the nomination and appointment of the said A. B. and C. D., signified as aforesaid, hath granted, bargained, sold, released, ratified, and confirmed AND, &c., unto the said [trustee], (in his actual possession, now being, by virtue of a bargain and sale to him thereof made by the said [mortgagee] and [mortgagor], in consideration of 5*s.* to each of them, paid by the said [trustee], in and by one indenture, bearing date the day next before the day of the date of these presents, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to his heirs, and assigns, all and singular the said messuage or tenement, pieces, or parcels of land, hereditaments, and premises, hereinbefore described, and which, in and by the said indentures of lease and release, were conveyed and assured, as hereinbefore mentioned, with the appurtenances, all which same messuage or tenement, pieces,

Consideration

Granting part.

Parcels.

Parcels.

or parcels of land, hereditaments, and premises, are now in the possession, or occupation, of the said [*mortgagor*], and his tenant T. P., their undertenants or assigns; and the reversion and reversions, remainder and remainders, rents, issues, and profits of the same premises, and all the estates, as well legal as equitable, of them the said [*mortgagee and mortgagor*], into and out of the same, To HAVE AND TO HOLD the said messuage or tenement, pieces or parcels of land, hereditaments, and

Habendum.

premises mentioned, and intended to be hereby released, with the appurtenances, unto the said [*trustee*], his heirs and assigns, to the use of the said [*trustee*], his heirs and assigns, for ever, UPON THE TRUSTS, and to and for the intents and purposes hereinafter mentioned, expressed, and declared, of and concerning the same,

Trusts.

*(that is to say), IN TRUST, that he the said [*trustee*], his heirs or assigns, do and shall, at any time or times hereafter (six calendar months' notice in writing having been previously given by the said [*parties of the third part*], or either of them, their, or either of their executors, administrators, or assigns, to the said [*mortgagor*], his heirs, executors, administrators, or assigns, to pay the said two principal sums of £., and £., or either of them, and all interest due for the same respectively; and such principal and interest not being paid, in compliance therewith), with or without the consent or approbation of the said [*mortgagor*], his heirs or assigns, sell, convey, and dispose of the said messuages or tenement, pieces or parcels of land, hereditaments, and premises mentioned and intended to be hereby released, either entirely or by parcels, and by public auction or private contract, to any person or persons who shall be willing to become the purchaser or purchasers thereof, and his, her, and their heirs for ever, for the best price or prices that can be reasonably had or gotten for the

Application of the money arising from sale.

same. AND it is hereby agreed and declared by and between the said parties, that the said [*trustee*], his heirs, executors, administrators, and assigns, shall stand and be possessed of, and interested in, the monies to arise and be produced by such sale or sales as aforesaid, UPON THE TRUSTS, and to and for the intents and purposes hereinafter expressed, or declared, of or concerning the same, (that is to say), IN TRUST, to pay to the said A. B., his executors, administrators, and assigns, the sum of £., of lawful money, with interest for the same, after the rate of 5l. for 100l., for a year, from the date hereof; AND ALSO TO PAY to the said C. D., his executors, administrators, and assigns, the sum of £., of like money, with interest for the same, after the rate last mentioned, from the

date hereof; AND ALSO, to pay and retain to the said [trustee], his executors, administrators, and assigns, all such costs, charges, and expenses, sum and sums of money, as he, or they, or any of them, shall sustain, expend, or be put unto, in or about the performance and execution of the trusts aforesaid; AND as to the ultimate residue, or surplus, of the monies to arise and be produced from the sale or sales of so much and such part of the said hereditaments and premises mentioned, and intended to be hereby released, as shall be actually sold and disposed of, as aforesaid, which shall remain after, and shall not be issued and applied in manner and for the purposes aforesaid, the same shall be in trust for the said C. F., his executors, administrators, and assigns, as part of his personal estate; and as to so much and such parts of the said messuage or tenement, pieces or parcels of land, hereditaments, and premises, mentioned, and intended to be hereby released, as shall not be sold and disposed of, as aforesaid, the same shall be in trust for the said [mortgagor], his heirs and assigns for ever. AND for the facilitating any sale or sales which shall be made in pursuance of the trusts hereinbefore mentioned, it is hereby agreed and declared by and between the said parties hereto, THAT the receipt or receipts of the said [trustee], his executors, administrators, or assigns, for any money arising from such sale or sales, shall, from time to time, be good and sufficient releases and discharges to any purchaser or purchasers of the said hereditaments and premises, and to his, her, or their heirs, executors, administrators, or assigns, for his, her, or their purchase-money, or for so much thereof, respectively, as in such receipt or receipts shall be expressed to be received, and that such purchaser or purchasers shall not, after payment of his or their purchase-money, and after obtaining such receipt or receipts for the same, be obliged to see to the application thereof, or of any loss, misapplication or non-application thereof, or of any part thereof. AND IT IS HEREBY AGREED AND DECLARED, that all sales, conveyances, and assurances, acts, deeds, matters and things, which shall be made, done, or executed by the said [trustee], his heirs or assigns, of or concerning the said messuage or tenement, pieces or parcels of land, hereditaments, and premises mentioned, and intended to be hereby released, or any parts thereof, shall, to all intents and purposes, be as valid and effectual in the law, though the said [mortgagor], his heirs or assigns, should not join therein, as such deeds, conveyances, and assurances, acts, matters and things, would be, if the said [mortgagor], his heirs or assigns, had joined

Receipts to be a discharge from trustee.

Declaration that sales valid, although mortgagor should not join.

therein, and duly executed the same, and assented thereto; and that the person or persons, his, her, or their heirs or assigns, to whom the said [trustee], his heirs or assigns, shall convey the said hereditaments and premises, or any part thereof, as aforesaid, shall, notwithstanding the said [mortgagor], his heirs or assigns shall not join them, nor assent thereto, be entitled unto, have, hold, and enjoy the same, against the said [mortgagor], his heirs and assigns, and all and every person and persons claiming, or to claim, by, through, under, or in trust, for him or them. AND IT IS HEREBY AGREED AND DECLARED, by and between the said parties hereto, that the said [trustee], his heirs and assigns, shall not be answerable for any more monies than shall come to his hands, custody, possession, or power, unless the same happen through his wilful default.

Proviso for
répayment.

PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that if the said [mortgagor], his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, or assigns, the sum of £. of lawful money of Great Britain; and unto the said C. D., his executors, administrators, or assigns, the sum of £. of like money, with interest henceforth for the same, after the rate, &c., upon the day of now next ensuing, without any deduction or abatement, for or in respect of any taxes, charges, or other matter, cause, or thing whatsoever, taxed, charged, or imposed, or to be taxed, charged, or imposed upon the said messuage, &c. Then and in that case, and at any time thenceforth, he, the said [trustee], his heirs and assigns, shall and will, at the request, costs, and charges of the said [mortgagor], his heirs or assigns, convey and assure the same messuage or tenement, pieces or parcels of land, hereditaments and premises, with the appurtenances, unto and to the use of the said [mortgagor], his heirs and assigns, or as he or they shall direct or appoint, free from all incumbrances, in the meantime to be made, done, or committed, by the said [trustee], his heirs or assigns, or by any person or persons claiming, or to claim, by, from, or under him, them, or any of them. [Add a covenant from mortgagee with trustee, that he had done no act to incumber]. And the said [mortgagor], doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, that he, the said [mortgagor], his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid, unto the said A. B., his executors,

Covenants
for payment
of mortgage
money.

administrators, and assigns, the sum of £., of lawful money of Great Britain, with interest henceforth for the same, after the rate of 5l. per cent. for every 100l. for a year, on the day of now next ensuing, without any manner of deduction or abatement for taxes, or otherwise howsoever, according to the true intent and meaning of these presents. [Add another covenant from mortgagor with C. D., for payment of the sum advanced by him, in the same ways]. AND the said [mortgagor], for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said trustee, his heirs and assigns, in manner following; (that is to say), that he, the said [mortgagor], and the said [mortgagee], now are, or one of them is, lawfully, rightfully, and absolutely seised, &c. And that the said [mortgagor] and [mortgagee] now have in themselves, or one of them hath in himself, good right to convey. And that the said messuage or tenement, pieces or parcels of land, hereditaments and premises mentioned and intended to be hereby released, with the appurtenances, shall and lawfully may, from time to time, and at all times hereafter, remain, continue, and be unto and to the use of the said trustee, his heirs and assigns, upon the trust, and to and for the intents and purposes hereinafter mentioned, expressed, and declared, of or concerning the same, and shall or may be accordingly peaceably and quietly had, held, and enjoyed, without the lawful let, suit, denial, eviction, or interruption of, from, or by the said [mortgagor], his heirs or assigns, or any other person or persons whomsoever, (free from incumbrances and for further assurance). AND FURTHER, that he, the said [mortgagor] and his heirs, shall and will, if thereunto required, join in any such sale or sales as aforesaid, and execute all the several conveyances of the said messuage or tenement, pieces or parcels of land, hereditaments and premises mentioned, and intended to be hereby released to the purchaser or purchasers thereof, and enter into all usual, and reasonable covenants with such purchaser or purchasers, his, and their heirs, executors, administrators, and assigns, of the estate, title, possession, and further assurance of the said messuage or tenement, pieces or parcels of land, hereditaments and premises, or such of them as shall be sold, or do any other reasonable act or acts for the confirmation of such sale or sales; NEVERTHELESS, it is hereby declared and agreed, that the joining of the said [mortgagee], or his heirs, in any such sale or sales, conveyance or conveyances as aforesaid, shall in no wise be deemed or considered as essential or necessary to perfect the title of the pur-

Covenants
for title.

Covenant
from mort-
gagor to
join in con-
veyances to
purchasers.

chaser or purchasers of the same messuage or tenement, pieces or parcels of land, hereditaments and premises, or any part thereof, the same being intended only for the further satisfaction of such purchaser or purchasers. IN WITNESS.

Mortgage in Fee, from Mortgagor to a Mortgagee.

Recital of
contract for
loan

THIS INDENTURE, made the day of, &c., between A. B., of, &c., of the one part; and C. D., of, &c., of the other part. [*Here recite the deed or will under which the mortgagor claims*].

Recital of
bond.

AND WHEREAS, the said C. D. hath contracted and agreed with the said A. B. for the loan to him of the sum of l., at interest, after the rate hereinafter mentioned, and hath agreed to secure to the same by his bond, and a mortgage of the messuage and hereditaments hereinafter described AND WHEREAS, in pursuance of the said agreement, and in consideration of the said sum of l., hereinafter mentioned, to be paid to him by the said C. D., he the said A. B., by his bond or obligation in writing, under his hand and seal, bearing even date herewith, is become bound to the said C. D., his executors, administrators, and assigns, in the penal sum of l., with a condition thereunder written for making void the same, on payment by the said A. B., his heirs, executors, or administrators, to the said C. D., his executors, administrators, and assigns, of the sum of l., after the rate, at the times, and in manner hereinafter mentioned for payment of the same.

(c) int.

NOW THIS INDENTURE WITNESSETH, that in further pursuance of the said agreement, and in consideration of the sum of l., of lawful money of the said united kingdom, current in *England*, to the said A. B., in hand, well and truly paid by the said C. D., at, &c., the receipt whereof he the said A. B. doth hereby acknowledge, and of and from the same sum and every part thereof, doth acquit, release, and discharge the said C. D., his heirs, executors, administrators, and assigns, by these presents; he the said A. B., hath granted, bargained, sold and released; and by these presents doth grant, bargain, sell and release unto the said C. D., his heirs, executors, administrators, and assigns, ALL, &c. together with all houses, outhouses, edifices, buildings, barns, stables, yards, gardens, orchards, feedings, pastures, commons, and all commonable lands, timber and other trees, woods, underwoods, hedges, ditches, mounds, fences, ways, waters, water-courses, privileges, commodities, advantages, and appurtenances to the same, messuages or tenements,

pieces or parcels of land, hereditaments and premises, or any of them belonging or appertaining, or deemed, used, or taken as part, parcel or member thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part thereof, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of him the said A. B., of, into, and out of the same messuages or tenements, pieces or parcels of land, tithes, hereditaments and premises, and every part and parcel thereof. *Habendum.* (To HAVE AND TO HOLD the said messuages, &c., and all and singular other the premises hereinbefore described and expressed to be hereby granted and released, with their appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns for ever, subject, nevertheless, to the proviso or agreement hereinafter contained for the redemption of the premises, (that is to say), *Proviso for redemption* PROVIDED ALWAYS, and it is hereby agreed and declared, between and by the said parties hereto, that if the said A. B., his heirs, executors, administrators, or assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the full and just sum of £., of lawful money of Great Britain, on the day of next ensuing the date of these presents, with interest for the same, after the rate of £., per centum, per annum, being the same sum with such interest as is mentioned in the condition of the said hereinbefore recited bond, then and in such case, and at any time after such payment shall be so made, he the said C. D., his heirs or assigns, shall and will, at the request, costs, and charges of the said A. B., his heirs or assigns, convey and assure the said messuage, &c., expressed to be hereby appointed, granted, and released, with the appurtenances, unto and to the use of the said C. D., his heirs, appointees, and assigns, or otherwise, as he or they shall direct or appoint, free from all incumbrances, made, done, or committed by the said A. B., his heirs, executors, administrators, or assigns, or any person or persons, claiming or to claim, by, from, under or in trust for him, them, or any of them. *Covenant for payment of the money.* And the said A. B., doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said C. D., his executors, administrators, and assigns, in manner following; (that is to say), that he the said A. B., his heirs, executors, administrators, or assigns, or some, or one of them, shall and will well and truly pay, or cause to be paid unto the

Covenants
for title.

said C. D., his executors, administrators, or assigns, the sum of £. with interest for the same, after the rate aforesaid, free from taxes, and without any other deduction, on the days and times, and in manner hereinbefore appointed for payment thereof, according to the form and effect of the aforesaid proviso, and the true intent and meaning of these presents. And that he the said A. B., now at the time of the sealing and delivery of these presents, is lawfully, rightfully, and absolutely seised of the said messuage, &c. hereinbefore described and expressed to be hereby appointed and released, with their appurtenances, and the inheritance thereof in fee-simple, without any manner of condition, contingent, proviso, trust, power of revocation, or limitation of any new or other use or uses, or any other restraint, cause, matter or thing whatsoever; to alter, change, charge, revoke, make void, lessen or determine the same. AND ALSO, that he the said now at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and absolute authority, to direct, limit, and appoint, grant, bargain, sell, release, and confirm the said messuages, &c., and all and singular other the premises hereinbefore described and expressed to be hereby appointed and released, with their appurtenances, unto and to the use of the said C. D., his heirs and assigns for ever, in manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that in case default shall happen to be made of or in payment of the said sum of £., or of the interest thereof, or of any part thereof respectively, at or upon the respective days or times hereinbefore appointed for payment thereof respectively, contrary to the true intent and meaning of these presents, it shall and may be lawful for the said C. D., his heirs and assigns, from time to time, and at all times thereafter, to enter into and upon, and to have, hold, use, occupy, possess and enjoy the said messuages, &c., hereinbefore described and expressed, to be hereby appointed and released, with their rights, members and appurtenances, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any let, suit, trouble, denial, eviction, ejection, interruption or disturbance whatsoever, of, from, or by the said A. B., his heirs and assigns, or any other person or persons whomsoever; and that free and clear, and freely and clearly, and absolutely acquitted, exonerated and discharged, or otherwise, by the said A. B., his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless and indemnified,

of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dower, right and title of or to dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, debts, legacies, annuities, sum and sums of money, rent, and arrears of rent, and of and from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever. AND MOREOVER, that he the said A. B., and his heirs, and every other person, having, or lawfully or equitably claiming, or who shall or may have, or lawfully or equitably claim any estate, right, title or interest into or out of the said messuages or tenements, &c. hereinbefore described and expressed to be hereby appointed and released, or any part or parts thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of £. or the interest thereof, or of any part thereof respectively as aforesaid, at the request of the said his heirs, executors, administrators, or assigns, but at the costs and charges of the said A. B., his heirs, executors, administrators, or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all such further and other lawful and reasonable acts, deeds, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely appointing, conveying and assuring of the said messuage, &c., hereinbefore described, and intended to be hereby appointed and released, with their rights, members and appurtenances, unto and to the use of the said C. D., his heirs and assigns for ever, discharged of the aforesaid proviso or agreement for redemption, and all equity upon or by virtue of the same, as by the said C. D., his heirs, executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably advised or devised and required. AND IT IS, ^{Mortgagor to enjoy until default.} HEREBY AGREED AND DECLARED, between and by the said parties hereto, that in the meantime and until default shall happen to be made of or in payment of the said sum of £. or the interest thereof, or of some part thereof respectively, contrary to the true intent and meaning of the aforesaid proviso or covenant for payment of the same, and of these presents, it shall be lawful for the said A. B., his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said messuages, &c., expressed, to be hereby released, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let,

suit, trouble, denial, eviction, ejection, interruption, or disturbance whatsoever, of, from, or by the said C. D., his heirs, executors, administrators or assigns, or of, from, or by any other person or persons claiming, or to claim, by, from, through, or under, or in trust for him, them, or any of them. IN WITNESS, &c.

Mortgage in Fee from a Man and his Wife, with a Covenant to levy a Fine " Sur canusance, &c.

THIS INDENTURE, made, &c., between H. K., of, &c., and A., his wife, of the one part; and I. W., of, &c., of the other part.

Consideration.

WITNESSETH, that for and in consideration of the sum of £., of lawful money of Great Britain, by the said I. W. to the said H. K., party hereto, and A., his wife, in hand, at and before the sealing and delivery of these presents, well and truly advanced and paid, the receipt whereof they the said H. K., party hereto, and A., his wife, do hereby acknowledge, and thereof and from every part thereof, do, and each of them doth, acquit, release, and discharge the said I. W., his heirs, executors, and administrators, and every of them, for ever, by these presents, they the said H. K., party hereto, and A., his wife, have, and each of them hath, granted, bargained, sold, released, and confirmed, and by these presents do, and each of them doth, &c., unto the said I. W., (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said H. K., party hereto, and A. his wife, in consideration of £s., by indenture, bearing date the day next before the day of the date hereof, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to his heirs, all, &c., together with all houses, out-houses, &c., to the said messuage, &c., or any part thereof belonging, or in anywise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or any part thereof; and the reversion, &c., and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity, of them the said H. K., party hereto, and A. his wife, and each of them, of, in, to, or out of the same premises, every or any part or parcel thereof; and all deeds, &c. TO HAVE AND TO HOLD the said messuage or tenement, lands, hereditaments, and premises hereinbefore mentioned to be hereby released, with their and every of their appurtenances, unto the said I. W., his

Grant.

heirs and assigns, to the only proper use and behoof of the said I. W., his heirs and assigns for ever, (subject nevertheless to the proviso hereinafter mentioned concerning the same). AND for the considerations aforesaid, and for the more effectually conveying and assuring the said premises unto and to the use of the said I. W., his heirs and assigns for ever, (subject nevertheless to the proviso hereinafter expressed), the said H. K., party hereto, for himself, his heirs, executors, and administrators, and for the said A., his wife, doth hereby covenant, promise, and agree to and with the said I. W., his heirs and assigns, that they the said H. K., party hereto, and A. his wife, she the said A. consenting thereto, shall and will, as of term next ensuing, or some other subsequent term, as the proper costs and charges in the law of the said H. K., party hereto, his executors or administrators, acknowledge and levy, in due form of law, before the justices of his majesty's court of Common Pleas, at *Westminster*, a fine *sur conusance de droit come ceo*, &c., to be engrossed, recorded, and sued forth, with proclamations according to the form of the statute in such case made and provided, and the common course of fines, with proclamations in such case used, unto the said I. W., and his heirs, of the said messuage or tenement, lands, hereditaments, and all and singular other the premises mentioned, and intended to be hereby granted and released as aforesaid, with their and every of their appurtenances, by such names, quantities, qualities, certainties, and descriptions as shall be thought requisite or necessary, or shall be sufficient fully to ascertain and comprehend the same. AND it is hereby declared and agreed by and between the said parties to these presents, that as well the said fine so as aforesaid or in any other manner to be levied, as also from and after the perfecting thereof, all and every other fine or fines, conveyances, and assurances in the law whatsoever, already had, made, acknowledged, levied, suffered, or executed, or hereafter to be had, &c., of or concerning the said premises, or any part thereof, by and between the said parties to these presents, or any of them, or whereunto they or any of them are, is, or shall be parties or party, or privies or privy, and the whole free effect and operation thereof shall, as, to, for, and concerning the said messuage and tenement, lands, hereditaments, and premises hereinbefore mentioned to be hereby released, with their appurtenances, be and enure, and shall be adjudged, construed, deemed, and taken to be and enure to the only proper use and behoof of the said I. W., his heirs and assigns for ever, subject nevertheless to the proviso hereinafter expressed;

Covenant
to levy a
fine.

Declaration
of the uses.

Proviso to
be void, on
payment of
principal
and inter-
est

(that is to say), PROVIDED ALWAYS, and the said I. W., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said H. K., party hereto, and A. his wife, their heirs and assigns, that if the same H. K., his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the said I. W., his executors, administrators, or assigns, at or in the common dining-hall of the *Middle Temple, London*, the full and just sum of *l.*, of lawful, &c., with interest for the same, after the rate of *l.* for every 100*l.* for a year, on the day of now next ensuing, without any deduction or abatement out of the same, for or in respect of any taxes, rates, charges, or impositions whatsoever, already taxed, assessed, or imposed, or hereafter to be taxed, assessed, or imposed by authority of parliament, or otherwise howsoever, on the said messuage, &c., mentioned to be hereby released as aforesaid, or any part thereof, or on the said sum of *l.*, and interest, or any part thereof, or on the said I. W., his heirs, executors, administrators, or assigns, in respect thereof, or for or in respect of any other matter or thing whatsoever, then, from and immediately after such payment to be made as aforesaid, the said I. W. shall and will, at the request of the said H. K., party hereto, and A., his wife, or either of them, their or either of their heirs, executors, or administrators, convey and assure the said premises, &c., mentioned to be hereby released as aforesaid, with their and every of their appurtenances, to and for such uses, estates, and purposes as they the said H. K., and A., his wife, notwithstanding her coverture, shall at any time hereafter, by any deed or deeds, writing or writings, duly executed by them the said H. K., party hereto, and A. his wife, in the presence of two or more credible witnesses, give, direct, limit, declare, and appoint; and for want of, and until such gift, limitation, direction, and appointment, to the use of the said H. K., party hereto, and A. his wife, during the term of their natural lives, and the life of the survivor of them, and from and after their decease, and the decease of the survivor of them, to the use of the heirs and assigns of the said H. K. for ever, free and discharged of and from all incumbrances whatsoever committed or done by him, the said I. W., his heirs or assigns. AND the said H. K., party hereto, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with the said I. W., his executors, administrators, and assigns, that he the said H. K., his heirs, executors, and administrators, shall and will well and truly pay,

and the
mortgagor
to re-con-
vey.

Covenant
for payment
of the mort-
gage mo-
ney,

or cause to be paid, unto the said I. W., his executors, administrators, and assigns, the sum of *l.*, of lawful, &c., with interest for the same, after the rate of *l.* for every 100*l.* by the year, at the place and at the time, and in the manner above limited for payment thereof, according to the true intent and meaning of the above-written proviso. And the said H. K., party hereto, and for the said A. his wife, and for their respective heirs, executors, and administrators, doth covenant, promise, and agree to and with the said I. W., his heirs and assigns, by these presents, in manner following; (that is to say) (1), that they, the said H. K., party hereto, and A. his wife, ^{— that mortgagors} HAVI^{had power}, or one of them hath, in themselves, himself, or herself, ^{to mort-} good right, full power, and lawful and absolute author- ^{gage,} ity, by these presents, and the fine hereinbefore covenanted to be levied, to grant, bargain, sell, release, and convey the said messuage, &c., hereinbefore mentioned to be hereby released, with then appurtenances, unto and to the use of the said I. W., his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. And also, that from ^{— that} and after default shall happen to be made of, or in the ^{mortgages} payment of the said sum of *l.*, and the interest ^{shall quietly} thereof, contrary to the true intent and meaning of ^{enjoy, on} these presents, and the covenant before-mentioned, ^{of fault of} it shall and may be lawful to and for the said I. W., ^{payment,} his heirs and assigns, peaceably and quietly to enter into, have, hold, and enjoy the said premises, &c., mentioned to be hereby released as aforesaid, with their appurtenances, and receive and take the rents, issues, and profits thereof, to his and their own use and uses, without the let, hindrance, interruption, or denial of the said H. K., party hereto, and A. his wife, or either of them, their or either of their heirs or assigns, or of any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated, discharged, or otherwise, by the said H. K., party ^{free from} hereto, his heirs, executors, and administrators, ^{incum-} saved, ^{brances.} defended, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, entails, rents, arrears of rents, statutes, recognizances, judgments, titles, charges, and other incumbrances whatsoever. And that they, the said ^{Covenant} H. K., party hereto, and A. his wife, and their heirs, ^{for further} and all and every other person or persons whomsoever, ^{assurance.}

(1) Covenants for title in a mortgage should always be general, (i. e.), not confined to the act or acts of any particular person or persons.

MORTGAGES.

having, or lawfully claiming, or who shall or may hereafter have, or lawfully claim any estate, right, title, trust, or interest in, to, or out of the said messuage, &c., mentioned to be hereby released as aforesaid, or any part thereof, shall and will, from time to time, and at all times from and after default shall happen to be made in payment of the said sum of £., and interest thereof, as aforesaid, upon the reasonable request of the said I. W., his executors, administrators, and assigns, but at the proper costs and charges in the law of the said H. K., party hereto, his heirs, executors, and administrators, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely conveying and assuring the said premises, &c., mentioned to be hereby released as aforesaid, with their and every of their appurtenances, unto and to the use of the said I. W., his heirs and assigns, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or otherwise howsoever, as by the said I. W., his heirs or assigns, or his or their counsel, shall be lawfully and reasonably devised, or advised, and required. AND, lastly, it is hereby declared and agreed by and between the said parties to these presents, that until default shall happen to be made of, or in the payment of the said sum of £., and the interest thereof, contrary to the true intent and meaning of the above-written proviso, it shall and may be lawful to and for the said H. K., party hereto, and A. his wife, and the heirs and assigns of the said H. K., peaceably and quietly to have, hold, and enjoy the said premises hereinbefore mentioned to be hereby released as aforesaid; with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, hindrance, interruption, or denial, of or by the said I. W., his executors, administrators, or assigns, or of any other person or persons whomsoever, lawfully claiming, or who shall or may claim by, from, or under him, them; or any of them.

IN WITNESS, &c.

Mortgagors
to retain
possession
till default
in payment

*Mortgage in Fee, by way of an Appointment under
a Power, and Release thereupon.*

THIS INDENTURE, made, &c., between R. N., esq.,
and G. R. N., (eldest son of the said R. N., by

I. his wife, late I. M., spinster), of the one part; and
I. G., of, &c., of the other part.

WHEREAS, by indenture, tripartite, bearing date on Recital of or about the day of and made, or mentioned to power. be made between the said R. N. and G. R. N., of the first part; I. W., of, &c., of the second part; and T. H., of, &c., of the third part; and enrolled in the High Court of Chancery, and by a common recovery, suffered pursuant thereto, as of term, then next ensuing, ALL that the manor or lordship of, &c., with the rights, members, and appurtenances thereof, and all and every the messuages, &c., and hereditaments thereto belonging, and hereinafter mentioned, to be hereby released, were limited and assured, and now stand limited and assured, (subject, nevertheless, as to such part of the premises as by the settlement made upon the marriage of the said R. N. with the said I. his wife, were limited in use to the said I., for her life, for her jointure, to such her estate for life, or life interest therein, and also subject to the term of years, thereby limited, in use to E. M. and T. M., of, &c., brothers of the said I., and to the trusts thereof), to the use and behoof of such person and persons, for such estate and estates, upon such trusts, and under and subject to such powers, provisos, and limitations as the said R. N. and G. R. N., by any deed or deeds, writing or writings, to be by them sealed and delivered in the presence of two or more credible witnesses, should direct, limit, or appoint, and in default of such direction, limitation, or appointment, or in case any such should be when and as the estates thereby limited should respectively end and determine, and as to such of the said premises whereof no such direction, limitation, or appointment should be made, to the use and behoof of the said R. N. and his assigns, for and during the term of his natural life, without impeachment of waste; and from and immediately after his decease, to the use and behoof of the said G. R. N., his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever, as in and by the same indenture and record of the said common recovery, relation being thereunto had, will more fully appear. AND WHEREAS the said R. N., and G. R. N., have contracted and agreed with the said I. G., for the loan of the sum of £ at interest, after the rate of £, per cent. for every 100£. by the year, to be secured upon the said manors, messuages, &c., hereinafter mentioned to be hereby appointed and released, by way of mortgage in fee, subject, nevertheless, as aforesaid; NOW THIS INDENTURE WITNESSETH, that for effectuating the said

— of
mortgage
contract.

Appoint-
ment

Grant of
promises,

agreement, and for and in consideration of the said sum of £. of lawful, &c., by the said I. G. to the said R. N., and G. R. N., in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof, &c., they the said R., N. and G. R. N., in pursuance and in exercise of the power and authority enabling them in such manner as in the said part recited indenture of bargain and sale is mentioned, and by virtue of all and every other powers and authorities to them belonging or appertaining in that behalf, HAVE and each of them HAVE directed, limited, and appointed, and by these presents, by them sealed and delivered in the presence of the two credible persons whose names are intended to be hereupon indorsed as witnesses to the execution thereof, DO and each of them DO direct, limit, and appoint, that from henceforth the said manor, messuages, &c., herein after particularly mentioned to be hereby released, shall remain, continue, and be, and that the said in part recited indenture of bargain and sale, and the said common recovery, and all other conveyances and assurances thereof, shall be and enure, and the recoverer in the same common recovery named, and his heirs, shall stand and be seized of the same manors and premises to the only proper use and behoof of the said I. G., his heirs and assigns forever, subject nevertheless as in the said hereinbefore in part recited indenture of bargain and sale is mentioned, and also subject to the proviso hereinafter mentioned concerning the same. AND THIS INDENTURE FURTHER WITNESSETH, that for further assurance, and for the consideration aforesaid, they the said R. N., and G. R. N., HAVE and each of them HAVE granted, bargained, sold, released, and confirmed, and by these presents DO, &c., unto the said I. G. (in his actual possession, &c.), his heirs and assigns, ALL that the said manor or lordship of, &c., with the rights, members, and appurtenances thereof, &c., and all woods, &c., whatsoever, to the said manor or lordship, or any of them belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said manors and premises, and all the estate, right, title, use, trust, inheritance, claim, and demand whatsoever of them the said R. N., and G. R. N., or either of them, in, to, or out of the same manor and premises, or any part or parcel thereof, TO HAVE AND TO HOLD the said manor or lordship, messuages, &c., hereby mentioned to be released as aforesaid, with their and every of their appurtenances, unto the said I. G., his heirs and assigns, to the only proper use of the said I. G., his heirs and

assigns for ever, and to and for no other use, intent, or purpose whatsoever, subject nevertheless as in the said in part recited indenture of bargain and sale is mentioned, and also subject to the proviso hereafter expressed: (that is to say), PROVIDED ALWAYS, and the said I. G., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said R. N., and G. R. N., their heirs and assigns, by these presents, that if the said R. N., and G. R. N., or either of them, their or either of their heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the said I. G., his executors, administrators, or assigns, at or in, &c., the full sum of £., of lawful, &c., with interest for the same, after the rate of £., for every 100£., per annum, in the manner following; (that is to say), the sum of £., being one half year's interest of the said sum of £., after the rate aforesaid, on the day of now next ensuing, and which will be in the year of our Lord and the sum of £., being the whole principal money, and another half year's interest thereof, after the rate aforesaid, on the day of then next following, without any deduction, defalcation, or abatement out of the same for or in respect of any taxes, rates, or impositions whatsoever, already assessed or imposed, or hereafter to be assessed or imposed, by authority of parliament or otherwise howsoever, on the said manor and premises mentioned to be hereby released as aforesaid, or any part thereof, or on the said sum of £., and interest, or any part thereof, or on the said I. G., his executors, administrators, or assigns, in respect thereof, or for or in respect of any other matter or thing whatsoever, then from and immediately after such payment so made as aforesaid, the said I. G. and his heirs, shall and will, at the request, costs, and charges in the law of the said R. N., and G. R. N., their heirs, executors, or administrators, convey and assure the said manor, &c., mentioned to be hereby released as aforesaid, with their and every of their appurtenances, unto the said R. N., and G. R. N., their heirs or assigns, or unto such person or persons as they or either of them, making such payment as aforesaid, shall for that purpose nominate or appoint, freed, acquitted, and discharged of and from all incumbrances whatsoever committed or done by him the said I. G., his heirs or assigns. And the said R. N., and the said G. R. N., for themselves, their heirs, executors, and administrators, do jointly and severally covenant and promise to and with the said I. G., his heirs and assigns, by these presents, in manner following; (that is to say), that they the said R. N., and

Proviso for avoiding the same, on payment of the mortgage money.

Mortgagee on payment, to re-convey.

Covenants by mortgagors that they have power to mortgage.

G. R. N., have good right, full power, and lawful and absolute authority to appoint, bargain, sell, release, and assure the said manor, messuage, &c., mentioned to be hereby appointed and released as aforesaid, with their and every of their appurtenances, unto and to the use of the said I. G., his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that from and after, &c. [*Covenant for quiet enjoyment on default of payment, free from incumbrances*] (save and except the said estate for life, or life interest of the said I. N., and the said term of years, and the said trusts thereof, as in the said hereinbefore in part recited indenture of bargain and sale is mentioned). AND ALSO, &c., *for further as-*

Mortgagors
to continue
in posses-
sion till de-
fault of pay-
ment.

surance. AND LASTLY, it is hereby declared by and between the said parties to these presents, that until default shall happen to be made of or in the payment of the said sum of £. and the interest thereof, contrary to the true intent and meaning of the above-written proviso, it shall and may be lawful to and for the said R. N. and G. R. N., peaceably and quietly to have, hold, and enjoy, and to receive and take the rents, issues, and profits of the said manor, messuages, &c. mentioned to be hereby appointed and released, with their and every of their appurtenances, without the let, suit, hindrance, interruption, or denial of the said I. G., his executors, administrators, or assigns, or of any other person or persons whomsoever, lawfully claiming, or who shall or may claim by, from, or under them, or any of them. IN WITNES, &c.

(Clause for
abatement
of interest
on regular
payment.

AND that when and so often as the interest of the said sum of £., being the principal money lent and advanced upon the security hereby made, shall happen to be paid by equal half yearly payments, upon the day of and day of in every year, or within days then next, but not oftener or otherwise, there shall be by the said A. B., his executors, &c., abated or discounted, out of such interest, to be computed after the rate of 5*l.* per cent. per annum, so much and such part thereof as will reduce the same for such respective payments only from the rate aforesaid to the rate of 4*l.* 10*s.* per cent. per annum, any thing hereinbefore contained to the contrary in anywise notwithstanding (1)

(1) See 3 Bl. Comm 432, ch. 27.

Mortgage by Demise for Years.

THIS INDENTURE, made, &c., between L. W., of the one part; and H. H., and C. A., of the other part.

WITNESSETH, that for and in consideration of the sum of *l.* of lawful money of *Great Britain*, by the said H. H. and C. A., to the said L. W. in hand, at and before the sealing and delivery of these presents, well and truly paid, the receipt whereof the said L. W. doth hereby acknowledge, and thereof and of every part thereof, doth acquit, release, and discharge the said H. H. and C. A., their executors, and administrators, for ever, by these presents, he the said L. W., hath granted, bargained, sold, and demised, and by Demise. these presents doth, &c., unto the said H. H. and C. A., their executors, administrators, and assigns, all and singular, &c., and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, To HAVE AND TO HOLD the said manors, &c., mentioned to be hereby demised as aforesaid, with their appurtenances, unto the said H. H. and C. A., their executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 1000 years, from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste. PROVIDED AL- Proviso to ways, and these presents are upon this express condi- be void, on tion, that if the said L. W., his heirs, executors, or ad- payment* of ministrators, or any of them, do and shall well and truly pay, or cause to be paid, unto the said H. H. and C. A., their executors, administrators, or assigns, at or in the common dining-hall of the *Inner Temple, London*, the full sum of *l.* of lawful money, &c., with interest for the same, after the rate of, &c., in manner following; (that is to say), the sum of *l.*, part thereof, being one half year's interest of the said *l.*, after the rate aforesaid, on the day of now next ensuing, and which will be in the year of our Lord and the further sum of *l.*, being the whole principal money, and another half year's interest thereof, without any deduction, defalcation, or abatement out of the same, for or in respect of any taxes, rates, or impositions whatsoever already assessed or imposed, or hereafter to be assessed or imposed, by authority of parliament or otherwise howsoever, on the said demised premises, or any part thereof, or on the said sum of *l.*, or any part thereof, or on the said H. H. and C. A., their executors, administrators, or assigns, in respect thereof, or for or in respect of any other matter or thing whatsoever; then,

Covenant
for payment
of mortgage
money.

— that
mortgagor
was seised;

and had
power to
mortgage.

— that
mortgagees
may quietly
enjoy, if
default
shall hap-
pen.

Covenant
for further
assurance.

from, and immediately after such payment so made as aforesaid, these presents, and the said term of 1000 years, shall cease, determine, and be absolutely null and void to all intents and purposes whatsoever. AND the said L. W., doth for himself, his heirs, &c., covenant, promise, and agree to and with the said H. H. and C. A., their executors, &c., by these presents, in manner following; (that is to say), that he the said L. W., his heirs, &c., or some or one of them, shall and will, well and truly pay, or cause to be paid, unto the said H. H. and C. A., their executors, &c., the sum of £., of lawful money, &c., at the place and times, and in the manner above limited for payment thereof, according to the true intent and meaning of the above-written proviso. AND ALSO, that he the said L. W., at the time of the sealing and delivery of these presents, is, and standeth lawfully and rightfully seised of and in the said manors, &c., mentioned to be hereby demised, with the appurtenances, of a good, sure, and indefeasible estate of inheritance in fee-simple, without any manner of condition, limitation of use or trust to defeat, alter, change, charge, or determine the same, and hath in himself good right, full power, and lawful and absolute authority to demise, grant, bargain, and sell the said manors, &c., mentioned to be hereby demised as aforesaid, with their appurtenances, unto the said H. H. and C. A., their executors, &c., for and during the term of 1000 years, in manner as aforesaid. AND FURTHER, that in case default shall happen to be made of or in payment of the said sum of £., or any part thereof, contrary to the intent and meaning of the aforesaid proviso hereinbefore contained, it shall and may be lawful to and for the said H. H. and C. A., their executors, administrators, or assigns, to enter into and upon all and singular the said manors, &c., hereby mentioned to be demised as aforesaid, with the appurtenances, and from thenceforth peaceably and quietly to have, hold, and enjoy the same, and take and receive the rents, issues, and profits thereof to his and their own use and uses, for and during all the residue and remainder which shall be then to come and unexpired of the said term of 1000 years, without the let, suit, hindrance, or interruption of the said L. W., his heirs or assigns, or of any other person or persons whomsoever; and that free and clear, &c., from all, &c., whatsoever. AND MOREOVER, that if default shall happen to be made of or in payment of the said sum of £., and the interest thereof, at the days and times, and in manner hereinbefore mentioned, he the said L. W., and his heirs, and all and every other person and persons

whomsoever having or lawfully claiming any estate, &c., of, in, to, or out of the said manors, &c., mentioned to be hereby demised as aforesaid, or any of them, shall and will, from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said H. H. and C. A., their executors, &c., make, do, &c., or cause, &c., all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever, as well for the better, more perfect, and absolutely conveying and assuring the said manor, &c., mentioned to be hereby demised, with their appurtenances, unto the said H. H. and C. A., their executors, &c., for and during all the residue and remainder which shall be then to come and unexpired of the said term of 1000 years, as also for granting, conveying, and assuring the fee simple and inheritance of the same manors, &c., to some proper person or persons, and his and their heirs, in trust for and to be nominated by the said H. H. and C. A., their executors, &c., be the same by fine or fines, &c., as by the said H. H. and C. A., their executors, &c., or his or their counsel, shall be lawfully and reasonably devised or advised and required. [*Common clause for quiet enjoyment till default of payment*]. IN WITNESS, &c.

Further Charge on Mortgaged Premises.

THIS INDENTURE, made, &c., between H. D., of the one part; and I. P. of the other part; [*recites a mortgage for 500 years from said H. D. to I. P., for securing L. and interest*].

AND WHEREAS, there is now justly due and owing unto the said I. P., on the said recited security, the principal sum of L. only, all interest for the same having been paid and discharged up to the day of the date hereof. AND WHEREAS the said H. D., having occasion for the further sum of L., hath applied to the said I. P. to advance and lend him the same on the security of the said premises, making together the sum of L.; which he hath agreed to do. NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of L. of lawful, &c., now advanced and lent by the said I. P. to the said H. D., the receipt, &c., and for securing the repayment thereof, with interest, unto the said I. P., his executors, &c., he the said H. D. for himself, his heirs, &c., doth covenant, &c., to and with the said I. P., his executors, &c., by these presents, and the said H. D., doth hereby direct, limit, and ap-

point that all and singular the said messuages, &c., and every part thereof, with their appurtenances, shall from time to time and at all times hereafter, during the remainder of the said term of 500 years which is yet to come and unexpired, stand, remain, and continue charged and chargeable with, and be a security unto the said I. P., his executors, &c., as well for the payment of the said sum of *l.* now advanced and lent, with lawful interest from henceforth to grow due for the same, free and clear of and from all and all manner of levies, taxes, &c., whatsoever, as also for the payment of the said sum of *l.* before lent and advanced, and the interest thereof, making together the sum of *l.* and that the said messuages, &c., or any part thereof, shall not be redeemed or redeemable, or subject or liable to any power or equity of redemption, until full payment and satisfaction shall be made unto the said I. P., his executors, &c., as well of the said sum of *l.* now advanced, and the interest thereof, as of the said sum of *l.*, and the interest thereof before advanced; any thing in the said in part recited indenture contained to the contrary notwithstanding. [*Covenant for payment of said sum of *l.* and interest*]. IN WITNESS, &c.

Further Charge by Indorsement.

TO ALL TO WHOM THESE PRESENTS SHALL COME
 * WHEREAS the within-named A. B., hath advanced and lent unto the within-named C. D., the further sum of *l.*, the receipt, &c., and thereupon the said C. D. hath entered into a bond or obligation, of even date with these presents, to the said A. B., in the penal sum of *l.*, with a condition thereunder written for making void the same upon payment by the said C. D., his heirs, &c., unto the said A. B., his executors, &c., of the sum of *l.*, with interest for the same, after the rate, &c., on the day, &c. Now KNOW YE, that for the better securing unto the said A. B., his executors, &c., the payment of the said further sum of *l.*, and the interest thereof, on the said, &c., according to the condition, &c., he the said C. D. doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said A. B., his executors, &c., that the messuages, &c., and all and singular other the premises within-mentioned to be demised or mortgaged to the said A. B., his executors, &c., with then and every of their appurtenances, and every part and parcel thereof, shall stand charged and chargeable with, and stand, continue, and be a security unto him the said A. B., his executors, &c., as

well for the payment of the sum of £ within mentioned, and the interest thereof, as also for the payment of the said further sum of £ now lent and advanced as aforesaid, and the interest thereof, and that the said premises, or any part thereof, shall not be redeemed*or redeemable, either in law or equity, until not only the said sum of £ before lent, and the interest thereof, but also the said sum of £ now lent, and the interest thereof, shall be fully paid and satisfied unto the said A. B., his executors, &c., according to the true intent and meaning of the said bond or obligation, and of these presents. [*Add a covenant for payment*]. IN WITNESS, &c.

Mortgage of Goods.

THIS INDENTURE, made, &c., between A. B., of the one part; and C. D., of the other part.

WITNESSETH, that the said A. B., in consideration, &c., hath granted, bargained, and sold, and by these presents hath, &c., to the said C. D., his executors, &c., &c., mentioned and specified in the schedule hereunder written. TO HAVE AND TO HOLD all and singular the said, &c., unto the said C. D., his executors, administrators, and assigns, for ever. PROVIDED ALWAYS, and it is hereby agreed and declared, that if the said C. D., his executors, administrators, or assigns, or any of them, do or shall well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, or assigns, the sum of £ of lawful, &c., with legal interest for the same, then these presents, and every clause, article, condition, and thing herein contained, shall cease and be void, any thing, &c. AND the said A. B., for himself, &c. [*Covenant for payment of the money*]. AND FURTHER, that he the said A. B., his executors, &c., and all and singular the said goods, &c., hereby bargained and sold unto the said C. D., his executors, &c., against him the said A. B., his executors, &c., and all and every other person and persons whomsoever, shall and will warrant and for ever defend by these presents. AND the said C. D., for himself, his heirs, &c., doth covenant, promise, and agree to and with the said A. B., his executors, &c., that he the said C. D., his executors, &c., shall and will, immediately upon the receipt of the said sum of £ and interest as aforesaid, at the day and time

Warranty.

In case of payment, the goods or bond shall be returned and paid.

above limited and appointed for payment thereof, deliver, or cause to be delivered, unto the said A. B., his executors, &c., all and singular the goods, &c., above bargained and sold, and which, at the time of the ex-

NOTICES.

cuting these presents, are received by the said C. D., of and from the said A. B., in as good plight and condition as the same now are. IN WITNESS, &c.

• See Agreements. Assignments.

NOTICES.

NOTICE is the making something known, that a man was or might be ignorant of before; and the party who gives the same shall have the benefit thereof. Co Litt. 309.

Notice is required to be given in many cases by law, to justify proceedings where any thing is to be done or demanded, &c.; but none is bound by law to give notice to another person of that, which such other may otherwise inform himself, or ought to take notice, except such notice is directed by act of parliament.

◆

Notice to pay Mortgage Money (1).

I do hereby give you notice to pay to me, (being the administrator of the goods, chattels, and effects of A. B., late of, &c., deceased). at my dwelling-house, situate, &c., on the day of, &c., the sum of £, which you are indebted to me as administrator as aforesaid, upon a certain mortgage bearing date the day of, &c., and made between, &c., upon certain lands and premises situate, &c., together with all interest that shall be then due upon the same. Dated, &c.

To Mr. A. B.

(1) A mortgagee is not compelled to give notice to pay mortgage money, unless the deed provides for it.

◆

Another Form.

I do hereby give you notice, and request that you will pay to me on the day of next, the principal sum of £, together with all interest that will be due thereon to that time, and which is secured to me by certain indentures of lease and release, dated respectively the and days of 18 , by way of mortgage upon your estate and premises situate at A., in the parish of B., in the county of C. And in case you shall make default in payment to me of the said principal and interest, I shall proceed to file a bill in equity against you for the foreclosure of the equity of redemption of the said premises already become forfeited at law, and pray a sale, or take such other proceedings as

shall be deemed most advisable for recovery thereof.

As WITNESS my hand, this day of 18

To Mr. A. B.

Another Form to Assignees of a Bankrupt.

To Messrs. A. B. and B. C., assignees of the estate and effects of E. F., a bankrupt.

I HEREBY give you and each of you notice, to pay to me, the undersigned G. H., executor of the last will and testament of L. M., of, &c., deceased, at the office of Mr. N. O., of, &c., solicitor, on the day of next, the principal sum of £., which is now due and owing from you as assignees as aforesaid, to me as executor as aforesaid, upon and by virtue of a certain indenture of assignment of mortgage, dated the day of 18 , together with all interest that shall appear to be due thereon. Dated, &c.

Witness.

Notice to quit (1).

Mr. A. B.

I do hereby give you notice to quit and deliver up to me, on the day of next, being the end of your present year's holding the peaceable possession, ALL that messuage or tenement, farm, lands, hereditaments, and premises, with the appurtenances, which you now rent of or hold under me, situate in the parish of in the county of Dated this day of 18

Witness.

C. D.

(1) This notice, (in respect to tenancies from year to year), must expire at the same time of the year as that on which the tenancy commenced, if the same took place on *any of the quarter days*, in which case *half a year's notice* must be given; but when the tenancy commences *at any intermediate period* between the usual quarter days of payment or rent, the requisite notice is *six months* before the tenant is to leave the premises, without regard to the commencement of the tenancy.—See *Fowler v. Derby*, Term Rep. 159, and cases there referred to.

In case of a tenancy from year to year, so long as both parties please, if the tenant die intestate, his administrator has the same interest in the land which his intestate had; for such tenancy is a chattel interest, and whatever chattel the intestate had, must vest in his administrator as his legal representative; therefore half a year's notice must be given to the representative, whether executor or administrator of a yearly tenant deceased, or an ejectment will not lie.—3 T. R. 13., 6 T. R. 298. A parol notice is sufficient, unless the agreement requires it to be in writing, per Lord Ellenborough, C. J., in *Doe v. Chick*, 5 Esp. N. P. C., 197; but for the sake of evidence, it is always advisable to give a written notice.

Notice to quit when the time of commencement of Tenancy is uncertain (1).

Mr. A. B.

I do hereby give you notice to quit and deliver up the possession to me, or to such other person as I shall appoint to receive the same, at the expiration of the current year of your tenancy, which shall expire next after the end of one half year from and after your being served with this notice, of all that messuage, tenement or dwelling-house, lands, hereditaments, and premises, situate, &c., which you rent of, or hold under me, as you shall not continue tenant after that period.
Dated, &c.

(1) In cases when the tenancy cannot be ascertained, a notice served *personally* on the tenant, requiring him to quit at the end of the year, regulated by the times of payment of the rent, will be *prima facie* evidence of the commencement of the tenancy at such period, unless the tenant actually prove the contrary, or object to the notice when served on him.—*Doe demise of Leicester and others, 2 Taunt. 109. Doe v. Foster, 13 East, 405. Doe v. Wombwell, 2 Camp. N. P. 559., and Thomas v. Thomas, ib. 647.* But if the notice be not *personally* served on the tenant, it will not of itself be received as sufficient evidence of the commencement of the tenancy.—*Doe v. Calvert, 2 Camp. N. P. 388.* Where the tenant informs his lessor of the time of the commencement of the tenancy, he will be bound by a notice given by the lessor to him according to his own statement, although such statement was wrong unintentionally. *Doe v. Lambley, 2 Esp. N. P. 635.* When the tenancy is not known, and the lessor cannot, from the objection of the tenant to the notice, or any other cause, avail himself of the periods of the payment of the rent, as presumptive evidence of the commencement of it, a notice from him requiring the tenant to quit at the expiration of the current year of the tenancy, which shall expire next after the end of the half year from the date of the notice, will be sufficient.—*Doe v. Butcher, 2 Esp. N. P. 589.* But it is advisable, in such a case, not to bring an ejectment before the expiration of a year and a quarter from the date of the notice, in order to be certain that the year of the tenancy has expired.

Notice to quit or pay double (1).

I do hereby give you notice, and require you to quit and deliver up on the day of next, the pos-

(1) By 4 Geo. II., c. 28., s. 1. It is enacted that if any tenant for life or years, or other person, who shall come into possession by, from, or under, or by collusion with him, shall wilfully hold over any lands after the determination of such term, and after demand made and notice in writing given for delivering the possession thereof, he shall for the time that he shall so hold over, pay at the rate of *double the yearly value* thereof, to be recovered by action of debt in any court of record. Notwithstanding the order in which the words, "after the determination of such term, and after demand made and notice in writing given," are placed in the act of parliament, it has been decided that the notice to quit, may be given before the expiration of the lease or time of demise, or *after*.—*Cutting v. Derby, 2 Blac. Rep. 1075.* *

session of the (1) messuage or dwelling-house, farm, lands, hereditaments, and premises, with the appurtenances, situate in the several parishes of, &c., which you now rent of, or hold under me; and in default thereof, I do hereby give you notice that you are to pay to me double the yearly value of the said messuage or dwelling-house, farm, lands, hereditaments, and premises, from the said day of so long as you continue to hold over the same, according to the form of the statute in that case made and provided. Dated, &c.

To Mr. A. D.

(1) When different parts of an estate are let from different periods, without any agreement as to the time when the whole is to be considered as let together, the commencement of the year with reference to the notice to quit, will be computed from the entry on that part, which is considered as the substantial or principal object of the demise.—*Doe v. Spencer*, 6 East, 120. *Doe v. Watkins*, 7 ib. 557. And which is a fact for the determination of the jury when it is disputed.—*Doe v. Howard*, 11 East, 498.

Notice from Tenant to Landlord of Intention to Quit (1).

Mr. A. B.

I do hereby give you notice, that I shall quit and deliver up to you or such other person as you may appoint to receive the same, on the day of which will come and be in the year of our Lord 18 being the end of my present year's holding the possession of all that messuage or dwelling-house, with the lands, hereditaments, and premises thereto belonging, with the appurtenances, situate in B., or elsewhere, in the county of S. As witness my hand, this day of 18

WITNESS.

A. B.

(1) The assignees, or real or personal representatives of the landlord, and the tenant, still continue the tenancy upon original terms, and subject to the same conditions, which the law or the express agreement of the parties has attached to it, and therefore the same rule as to the time in respect to the notice holds, as would be given to the lessor himself.

Notice to Quit Apartments (1).

Mr. A. B.

I do hereby give you notice to quit, and deliver up on or before the day of next, the apartments

(1) The notice in respect to lodgings, taken for a short period, does not depend upon the same rule laid down for the expiration at the quarter-day whereon the tenancy began, but depends either upon the express agreement between the parties, or the particular circumstances of the case; as the length of time for which they are taken, &c. if for less than a year certain, any reasonable notice is held to be sufficient. 1 Term Rep. 163. But it is generally under-

and other tenements, you now hold of me in this house.
 Witness my hand, this day of 18
 WITNESS.

stood that a week's notice shall be given if the apartments are taken *by the week*; a month's notice if taken *by the month*; and a quarter's notice if taken by the quarter. But if lodgings are taken for a week or month, or any other *time certain*, no notice at all is expected, it being necessarily implied, that when the period for which they were taken be up, the tenant is to depart, unless he enter into some fresh agreement.

Notice from Tenant to Landlord to Quit Apartments.

Mr. A. B.

TAKE notice, that on the day of next, I shall quit and deliver up the apartments and tenements I now hold of you in this house. Witness my hand, this
 day of 18

Notice by Agent of Landlord to Tenant to Quit.

Mr. A. B.

As agent for, and on the behalf of C. D., of, &c., esq., your landlord, I do hereby give you notice to quit, and deliver up to me on the day of next, or to such other person as I as such agent as aforesaid, or the said C. D. shall appoint to receive the same, the possession of all those several pieces or parcels of land, hereditaments and premises, which you now rent of, or hold under the said C. D., situate in the parish of in the county of As witness my hand, this day
 of 18

Notice by Tenant to Landlord's Agent.

To Mr. A. B., agent for Sir T. J., bart.

I do hereby give you notice, that I shall quit and yield up to you as such agent, as aforesaid, or to the said Sir T. J., my landlord, or to such other person as you, or the said Sir T. J. shall appoint to receive the same, on the day of next, or at the end of my present year's holding the possession of all that messuage, tenement or dwelling-house and premises, which I now rent or hold, as tenant to the said Sir T. J., situate in the parish of B., or elsewhere, in the county of S. As witness my hand, this day of 18

Notice from Tenant to Landlord, of his intention of quitting, pursuant to Proviso in the Lease enabling him so to do, at a certain period.

To M^r. A. B.

WHEREAS by virtue of a certain indenture of lease, dated the day of 18 and made between you the said A. B., of the one part; and I the undersigned C. D., of the other part; the messuage and dwelling-house, farm, lands and premises, situate in, &c., now in my occupation, were demised and leased to me, by you, for a term of fourteen years, under the yearly rent of

l., and in which said indenture of lease is contained a proviso that, &c., [*state the proviso giving tenant option to quit and make void the lease, on giving six months notice at the end of seven years, or as the case may be*]. Now I the said C. D., in pursuance of the liberty given to me, in and by virtue of the aforesaid proviso or condition, do hereby give you notice, that it is my intention to avoid the said recited indenture of lease, at the end of the first seven years of the said term of years thereby granted, determinable as aforesaid, and that I shall quit and deliver up the possession of the said premises accordingly. As witness my hand, this day of 18 (1).

(1) By the 11th Geo. II., c. 19, s. 18 After reciting that great inconvenience had happened to landlords, whose tenants had power to determine their leases, by giving notice to quit the premises, and yet refusing to deliver up the possession when the landlord had agreed with another tenant for the same; it is therefore enacted, that if any tenant shall give notice of his intention to quit the premises at a time mentioned in such notice, and shall not accordingly deliver up the possession at the time in such notice contained, he, his executors or administrators, shall from henceforward pay *double rent*, during all the time he shall so continue in possession, to be recovered in like manner as the single rent.

Notice from Landlord to repair Premises.

Mr. A. B.

I do hereby give you notice, and require you to put in good and tenantable order and repair, all and singular the house and premises, which you now rent of, or hold under me, situate, &c., particularly, &c., [*stating such place as wants repairing in particular, as the case may be*]. As witness my hand, this day of 18.

Notice of discontinuance to hold Tithes.

To the Rev. J. M., rector of, &c.

I do hereby give you notice that I shall not continue to hold or retain the tithes arising, coming, growing,

NOTICES.

and renewing from or out of the farm, lands, and hereditaments now in my occupation, situate or being in the parish of in the county of at the present yearly sum of £., for any longer time than the day of next. AND I do hereby give you further notice to take and collect all and every the tithes which shall or may arise, come, grow, or renew, from or out of my said farm, lands, and hereditaments, when and as the same shall respectively become due, from and after the same day of next. Dated, &c.

Another Form.

To the Rev. A. B., &c.

I do hereby give you notice, that I shall quit holding the tithes, tenths, and other dues of the farm and premises in my occupation, situated, &c., at the end or expiration of the year for which I have taken and now hold or rent the same of you, and that from and after the expiration of the said year, I shall proceed to set out my tithes, tenths, and other dues, in the usual and customary manner, for you to gather and collect accordingly. Dated, &c.

Notice of setting out Tithes of Fruit and Vegetables.

To the Rev. C. D., &c.

I do hereby give you notice, that I shall set out the tithes due to you as rector of the parish of C., in the county of D., of all titheable fruit and vegetables growing in my garden or field, situate, &c., in the occupation of, &c., on the day of at o'clock in the forenoon of the same day. Dated, &c.

Notice to take Tithes set out.

To the Rev. A. B., rector of, &c.

I do hereby give you notice to take the fruits and vegetables of my garden or field, situate, &c., off and from the said, &c., on or before the next, otherwise I shall take my remedy at law for your neglect in so doing. Dated, &c.

Notice from Trustees under a Deed of Trust from a Vicar, for making void Composition for Tithes.

WE, the undersigned A. B. and C. D., gentlemen, trustees of the Rev. I. M. W., vicar of S., do hereby give you notice, that any composition made with you

in force for the rectorial, vicarial, or other tithes, arising, coming, growing, renewing, and increasing in and upon the farm or farms, lands, and tenements in your occupation, within the parish of S., in the counties of S. and H., or the one of them; and which in any manner are due from you to us, as trustees, or to the said I. M. W., as vicar of the said parish, shall cease and determine, from and after the end of this present current year of such composition, whenever the same may end, and that you are thenceforth to set out in kind all and singular the said rectorial, vicarial, or other tithes arising, coming, growing, renewing, and increasing in and upon the farm or farms, lands and tenements, in your occupation, within the said parish, and which in any manner are due from you to us, the said trustees, or to the said I. M. W., as vicar of the said parish. Witness my hand, this day of 18

Notice to determine Composition for Tithes.

Mr. A. B.,

I do hereby give you notice, that as rector of the parish of L., in the county of M., that the composition made with you in lieu of tithes of the farm and lands which you occupy in the said parish, shall cease and determine from and after the day of next. And from that time I shall receive and take all such tithes in kind. Dated, &c.

*Notice by Attorney of a Mortgagee to Tenants,
not to pay Rent to Mortgagor (1).*

TAKE NOTICE, that by indentures of lease and release, bearing date, &c., the release being of three parts, and made between, &c., the messuages, &c., now in your occupation, situate, &c., were, amongst other things, conveyed and assured to the said A. B., for the better securing the payment of the sum of * £., and interest, by the said C. D. to the said E. F., at a certain day, in the said indenture of release, mentioned and now

(1) The mortgagee is not obliged to bring an ejectment to recover the rents and profits of the estate in mortgage, for it has been determined, that where there is a tenant in possession by a lease prior to the mortgage, the mortgagee may at any time give him notice to pay the rent to him, and he may distrain for all the rent which is due at the time of the notice, and also for all that accrues afterwards. For the mortgagor has no interest in the premises but by the mere indulgence of the mortgagee; he has not even the estate of a tenant at will, for it is held he may be prevented from carrying away the emblements or the crops which he himself has sown.—*Moss v. Gullimore*, Doug. 266.

past, and which, with a considerable arrear of interest thereon, is still due and unpaid to the said E. F. I do therefore, as the attorney of the said E. F., give you notice not to pay any rent now due or to become due from you, for the said message, &c., to the said C. D., or to any other person or persons, other than to the said E. F., or to me, as his attorney, or to such other person or persons as shall be duly authorized by him to receive the same.

Mr. A. B. }

Notice affixed on Premises, on being deserted by Tenant, 16 Geo. II., c. 19, s. 15.

A. B.

TAKE NOTICE, that, upon the complaint (1) of C. D., of in the county of made unto us E. F. and G. H. esquires, two of his majesty's justices of the peace for the said county, that you the said A. B., have deserted the messuage and tenement, called consisting of situate, lying, and being at aforesaid, in the county aforesaid, unto you demised, at rack rent, by the said C. D.; and that there is in arrear, and due from you the said A. B., unto the said C. D., one year's rent, for the said demised premises; and that you have left the said premises uncultivated and unoccupied, so that no sufficient distress can be had to countervail the said arrears of rent. We, the said justices, (having no interest, nor either of us having any interest in the said demised premises,) on the said complaint as aforesaid, and at the request of the said C. D., have this day come upon and viewed the said demised premises, and do find the said complaint to be true, and on the day of

The Information and Complaint by the Tenant, as in this Form (1).
County of } The information and complaint of of in
 } the county of taken this day of one
thousand eight hundred and who saith, That he the said
did demise at rack rent, the messuage, lands, or tenements, late
called situate at or near in the parish of in the
county of and that of in the county of is
the tenant holding the same at rack rent: and that on the
day of last past, there was in arrear, and due unto him the
said from the said tenant of the said demised premises,
one year's rent thereof, and that he the said hath de-
serted the said demised premises, and left the same unoccupied, so
as no sufficient distress can be had to countervail the said arrears of
rent, whereupon the said doth request us
two of his majesty's justices of the peace for the said county, to go
and view the said premises, and affix on the most notorious part
thereof notice in writing, what day they will return to take a second
view, and that a due remedy may be provided him, according to the
form of the statute in that case made and provided.

Taken before us, this said day of }
one thousand eight hundred and }

(2) By stat. 11 Geo. II., c. 19, s. 16. If any tenant at rack rent, or where the rent reserved shall be full three-fourths of the yearly value of the demised premises, who shall be in arrear for one year's rent, shall desert the premises and leave the same uncultivated or unoccupied, so as no sufficient distress can be had, two justices (having no interest in the premises), may, at the request of the lessor or landlord, or his bailiff, or receiver, go upon and view the same, and affix on the most notorious part of the premises notice in writing, what day (at the distance of fourteen days at the least), they will repair to take a second view, and if on such second view, the tenant or some person on his behalf shall not appear and pay the rent, or there shall not be sufficient distress on the premises. then the said justices may put the landlord or lessor into possession; and the lease to such tenant, as to such demise, shall from thence be void. By stat. 57 Geo. III., c. 52; the provisions of this statute are extended to tenants who shall be in arrear one half year's rent, and who shall hold the lands under any demise or agreement, *whether written or verbal, and although no right or power of re-entry be reserved or given to the landlord, in case of non-payment of rent.* The justices must make a record of the proceedings, to be produced afterwards, in case an action should be brought against the landlord by such tenant, which being produced in court, will be proper evidence in all such cases. which record should be in following form.

County of } Be it remembered, that on the day of in
 } the year of the reign of our sovereign lord
 George the fourth, of the united kingdom of *Great Britain* and
Ireland, king, Defender of the Faith, at in the said county
 A. L., of in the said county of complained to us, A. B.
 and C. D., esquires, two of the justices of our said lord, assigned to
 keep the peace within the said county; and also to hear and deter-
 mine divers felonies, trespasses, and other misdemeanors, in the said
 county committed, that he the said A. L. did demise at rack rent,
 unto A. S., of husbandman, a message and tenement, called
 consisting of situate, lying, and being at afore-
 said, in the county aforesaid, and that on the said day of
 in the year aforesaid, there was in arrear and due unto the said
 A. L., from him the said A. S., the tenant of the said demised pre-
 mises, one year's rent thereof; and that he the said A. S.,
 hath deserted the said demised premises, and left the same unculti-
 vated and unoccupied, so as no sufficient distress could be had, to
 countervail the said arrears of rent. Whereupon the said A. S., then
 and there, to wit, on the said day of in the year aforesaid,
 at aforesaid, in the county aforesaid, requested of us, the

said justices, that a due remedy should be provided, according to the form of the statute in that case made and provided, which complaint and request, by us the aforesaid justices being heard, we (having no interest, nor either of us having any interest in the said demised premises), on the day of in the year aforesaid, at aforesaid, in the county aforesaid, did personally go upon and view the said demised premises, and then and there upon our own proper view, did find the said complaint to be true, and did then and there affix on the most notorious part of the said demised premises, to wit, upon the outer door of the mansion-house, a notice in writing, under our hands and seals, that we the said justices, on the day of next, would return and take a second view thereof; upon which said day of in the year aforesaid, we did return and take a second view of the said premises, and there upon our own proper view, did find that he the said

did not appear, nor any person on his behalf, to pay the said rent in arrear, and that there was no sufficient distress upon the said premises, nor upon any part thereof, to countervail the said arrear of rent; therefore, we the said justices, at aforesaid, in the county aforesaid, on the day of aforesaid, did put the said A. S. into possession of the said demised premises, according to the form of the statute aforesaid. In witness whereof, we the said justices, unto this record do set our hands and seals, the day of in the year of our Lord 1826.

Notice of Appeal against an Order of Removal (1).

To the churchwardens and overseers of the poor of
the parish of in the county of

WE the churchwardens and overseers of the poor of
the parish of in in the county of do

(1) By the 8 & 9 Will. III., c. 30, "The appeal against any order of removal shall be prosecuted at the general or quarter sessions for the county, division, or riding, wherein the parish, township, or place, from whence such poor person shall be removed, doth lie, and not elsewhere."

And by 9 Geo. I., c. 7, "No appeal from any order of removal shall be proceeded upon, unless reasonable notice be given by the churchwardens or overseers of the parish, or place, who shall make such appeal unto the churchwardens and overseers of the parish or place from whence the poor person shall be removed; the reasonableness of which shall be determined by the quarter session to which the appeal is made, and if it shall appear to them that reasonable time of notice was not given, then they shall adjourn the said appeal to the next quarter sessions, and then and there hear and determine the same."

With respect to *reasonable notice*, as directed by the statute 9 Geo. I., what shall be deemed such must be regulated by the circumstances of each particular case, and in some degree by the practice of the court before which the appeal comes.

Although reasonable notice may not have been given, the session cannot for this quash the order of removal; it is only a ground for adjourning the appeal.

The sessions cannot refuse to receive appeals, on the ground that due notice was not given, for the notice relates only to the *hearing*, and not to the receiving the appeal; and it seems they are bound to receive an appeal against an order of removal, although no notice has been given.—7 E. R. 549.

Notwithstanding that sessions have the power of exercising a

hereby give you notice, that we intend to commence and prosecute an appeal at the next quarter sessions of the peace, to be held in and for the county of _____ against an order of _____ two of his majesty's justices of the peace for the county of _____ touching the removal of
 * and _____ his wife, and _____ their daughters, aged about _____ years, from the said parish of _____ to our said parish of _____ As WITNESS our hands, this
 day of _____ 18

Witness

} Churchwardens.
 }
 } Overseers.

discretion in respect to the reasonableness of notices, it must be a sound discretion, for the court of King's Bench have a kind of visitatorial jurisdiction over them, by which they will correct the errors of justice.—10 E. R. 404.

Notice of Appeal against a Poor Rate (1).

To the churchwardens and overseers of the poor of the parish of A., in the county of S.

THIS is to give notice to you, and each and every of you, that I, the undersigned C. H., an inhabitant and occupier of lands and tenements in the parish of H., in the said county of S., do intend at the next general quarter sessions of the peace, to be holden in and for the said county of S., to commence and prosecute an

(1) By 17 Geo. II., c. 38, "If any person shall be aggrieved by any assessment, or shall have any material objection to any person being put in or left out of such assessment, as to the sum charged to any person or persons therein, he may, giving reasonable notice to the churchwardens and overseers, appeal to the next session for the county, riding, division, corporation, or franchise, but if reasonable notice be not given, then they shall adjourn the appeal to the next quarter session after; provided that in all corporations or franchises not having four justices, the appeal may be to the next general or quarter session for the county, riding, or division wherein such corporation or franchise is situate. And all appeals from rates the justices shall amend the same in such manner only as shall be necessary for giving relief, without altering such rates with respect to other persons mentioned in the same; but if upon an appeal from the whole rate, it shall be found necessary to set the same aside, then they shall order a new rate to be made, and they may award reasonable costs on either side."

By 41 Geo. III., c. 23, "All notices of appeal must be in writing, and served upon two or more of the churchwardens and overseers; such notice to specify the particular grounds of appeal, and no other ground, unless by consent of the parties, to be gone into."

In respect to the appeal being to the next session, with respect to commencement, means next after allowance, 4 T. R. 12; for it is no rate till it has been allowed.

No notice of appeal, when it is on account of particular persons being omitted, &c., must specify those particular persons by name. 1 Bott. 274.

said justices, that a due remedy should be provided; according to the form of the statute in that case made and provided, which complaint and request, by us the aforesaid justices being heard, we (having no interest, nor either of us having any interest in the said demised premises), on the day of in the year aforesaid, at aforesaid, in the county aforesaid, did personally go upon and view the said demised premises, and then and there upon our own proper view, did find the said complaint to be true, and did then and there affix on the most notorious part of the said demised premises, to wit, upon the outer door of the mansion-house, a notice in writing, under our hands and seals, that we the said justices, on the day of next, would return and take a second view thereof; upon which said day of in the year aforesaid, we did return and take a second view of the said premises, and there upon our own proper view, did find that he the said

did not appear, nor any person on his behalf, to pay the said rent in arrear, and that there was no sufficient distress upon the said premises, nor upon any part thereof, to countervail the said arrear of rent; therefore, we the said justices, at aforesaid, in the county aforesaid, on the day of aforesaid, did put the said A. S. into possession of the said demised premises, according to the form of the statute aforesaid. In witness whereof, we the said justices, unto this record do set our hands and seals, the day of in the year of our Lord 1826.

Notice of Appeal against an Order of Removal(1).

To the churchwardens and overseers of the poor of
the parish of in the county of

We the churchwardens and overseers of the poor of
the parish of in in the county of do

(1) By the 8 & 9 Will. III., c. 30, "The appeal against any order of removal shall be prosecuted at the general or quarter sessions for the *county, division, or riding*, wherein the parish, township, or place, from whence such poor person shall be removed, doth lie, and *not elsewhere*."

And by 9 Geo. I., c. 7, "No appeal from any order of removal shall be proceeded upon, unless *reasonable notice* be given by the churchwardens or overseers of the parish, or place, who shall make such appeal unto the churchwardens and overseers of the parish or place from whence the poor person shall be removed; the *reasonableness* of which shall be determined by the quarter session to which the appeal is made, and if it shall appear to them that *reasonable time of notice was not given*, then they shall adjourn the said appeal to the next quarter sessions, and then and there hear and determine the same."

With respect to *reasonable notice*, as directed by the statute 9 Geo. I., what shall be deemed such must be regulated by the circumstances of each particular case, and in some degree by the practice of the court before which the appeal comes.

Although reasonable notice may not have been given, the session cannot for this quash the order of removal; it is only a ground for adjourning the appeal.

The sessions cannot refuse to receive appeals, on the ground that due notice was not given, for the notice relates only to the *hearing*, and not to the receiving the appeal; and it seems they are bound to receive an appeal against an order of removal, although no notice has been given.—7 E. R. 549.

Notwithstanding that sessions have the power of exercising a

hereby give you notice, that we intend to commence and prosecute an appeal at the next quarter sessions of the peace, to be held in and for the county of _____ against an order of _____ two of his majesty's justices of the peace for the county of _____ touching the removal of _____ * and _____ his wife, and _____ their daughters, aged about _____ years, from the said parish of _____ to our said parish of _____ As WITNESS our hands, this day of _____ 18

Witness

} Churchwardens.
 }
 } Overseers.

discretion in respect to the reasonableness of notices, it must be a sound discretion, for the court of King's Bench have a kind of visitatorial jurisdiction over them, by which they will correct the errors of justice.—10 E. R. 404.

Notice of Appeal against a Poor Rate (1).

To the churchwardens and overseers of the poor of the parish of A., in the county of S.

THIS is to give notice to you, and each and every of you, that I, the undersigned C. H., an inhabitant and occupier of lands and tenements in the parish of H., in the said county of S., do intend at the next general quarter sessions of the peace, to be holden in and for the said county of S., to commence and prosecute an

(1) By 17 Geo. II., c. 38, “*If any person shall be aggrieved by any assessment, or shall have any material objection to any person being put in or left out of such assessment, as to the sum charged to any person or persons therein, he may, giving reasonable notice to the churchwardens and overseers, appeal to the next session for the county, riding, division, corporation, or franchise, but if reasonable notice be not given, then they shall adjourn the appeal to the next quarter session after; provided that in all corporations or franchises not having four justices, the appeal may be to the next general or quarter session for the county, riding, or division wherein such corporation or franchise is situate. And all appeals from rates the justices shall amend the same in such manner only as shall be necessary for giving relief, without altering such rates with respect to other persons mentioned in the same; but if upon an appeal from the whole rate, it shall be found necessary to set the same aside, then they shall order a new rate to be made, and they may award reasonable costs on either side.*”

By 41 Geo. III., c. 23, “*All notices of appeal must be in writing, and served upon two or more of the churchwardens and overseers; such notice to specify the particular grounds of appeal, and no other ground, unless by consent of the parties, to be gone into.*”

In respect to the appeal being to the *next session*, with respect to commencement, means next after allowance, 4 T. R. 12; for it is no rate till it has been allowed.

No notice of appeal, when it is on account of particular persons being omitted, &c., must specify those particular persons *by name*.
 1 Bott. 274.

appeal against the last assessment or rate made for the relief of the said parish of A., for that [*or say, the grounds of my appeal are, that, &c.*] the assessment or rate made for the relief of the poor of the said parish of A., is partial, unfair, unequal, and unjust, for that you have left out and omitted in the said rate or assessment, the names of, &c., inhabitants and occupiers of lands and tenements in the said parish of A., and neglected to charge, rate, and assess them, or any of them, for the several messuages, lands, and premises, in their respective possessions or occupations in the said parish of A., at the time of making the said rate or assessment, and for some time before. AND ALSO, that in the said rate or assessment you have greatly under-rated A. B., C. D., and E. F., for the several messuages, lands, and premises, in their respective possessions or occupations; and because I am not rated fairly and equally, but more in proportion than the several last-mentioned persons respectively are or ought to have been rated, in respect of the messuages, lands, and premises in their respective possessions, within the said parish of A.; and because G. H., I. K., L. M., and N. O., are over-rated in respect to the messuages, lands, and premises in their respective possessions within the said parish of A.: and I do hereby also give you notice to produce, at the hearing of the said appeal, the aforesaid rate or assessment, and to prove the due making, signing, allowance, and publication thereof. AS WITNESS my hand, this day of 18

Witness

Notice of trying Traverse upon a Presentment of Road being out of Repair.

To A. B. and C. D., esquires, two of his majesty's justices of the peace for the county of, &c.

I do hereby give you, and each of you, notice that the inhabitants of the poor of the parish of C., in the said county of do intend, at the next general quarter sessions of the peace, to be holden at the shire hall in in and for the said county, on the day of next, to appear, and try their traverse with effect, upon a presentment made by you upon a certain part of the highway leading from T. to M., commencing at the confines of the parish of B., and extending, &c., containing, in length, &c., and in breadth, &c. [as in presentment, &c.]. Dated, &c.

Witness,

{ E. F.,
Surveyor of the highway,
of the said parish of C.

Notice of Intention to move, by Counsel, at Sessions, to withdraw a Presentment of a Road being out of Repair; and Notice that same will be viewed by two Justices.

To A. B. and C. D., two of his majesty's justices, of the county of .

I do hereby give you, and each of you notice, that I intend, at the next general quarter sessions of the peace, to be held in and for the county of to move by counsel to set aside or withdraw a presentment by you preferred against the inhabitants of the parish of M., in the said county of S., commencing, &c., which said road hath lately been well and substantially repaired. And I do further give you and each of you notice, that the said road will be viewed, on the day of next, at o'clock in the forenoon, by two of his majesty's justices of the peace, acting in and for the county of who will attend for that purpose, at the house of, &c., in the parish of aforesaid, on the day and at the hour last before mentioned, when and where you may attend, if you please. As witness my hand, the day of 18 (1).

E. F.,
) Surveyor of that part of the
) high road, in the parish of M.,
) which is presented.

(1) An affidavit of the service of the notices should be prepared, to be sworn in court, stating that a true copy of the notice or paper writing, marked with a certain letter, was served upon the justices, the prosecutors, or if left with a servant, state that the deponent served the notice on the prosecutor, by delivering the same to the servant, and that deponent informed the servant of the purport and intent of the notice, and let the affidavit be heard.

— Sessions, "the king on the prosecution," &c., against, &c., "for not repairing," &c.

Certificates by Magistrates, of having viewed a Highway, which was being in Repair.

To C. C., esquire, and other his majesty's justices of the peace for the county of S., at the general quarter sessions of the peace, held at S., in and for the said county, on, &c.

We, A. B. and C. D., two of his majesty's justices of the peace, in and for the said county of S., do hereby certify that we have this day viewed a certain ancient highway, in the parish of M., in the county of S., leading, &c., commencing, &c., containing, &c., now under presentment as aforesaid, and that the same is now well

NOTICES.

and sufficiently repaired and amended, and likely so to continue. Witness our hands, this day of 18 (1).

Signed in the presence of

T. R.

A. B.

C. D.

(1) There must be an affidavit made by one of the witnesses to the notice, to be sworn in court, of the signing by the justices, with the heading of the prosecution, that the deponent did see the justices sign their names to the certificate *thereunto annexed*, and that the names of them and the witnesses, are their proper hand writing. There should be an affidavit by one of the surveyors of the highways for the parish, that the roads were presented at certain sessions, for not repairing, &c., and that it appears from the accounts of the surveyors of the parish, from the time of preferring the presentment to the present time, *as to amount of the sum laid out and expended in repairing of road, by the inhabitants of the parish*, and that the whole under presentment is repaired and amended, and likely to continue so.

Notice to prevent Sporting.

Mr. A. B.

WE, whose names are hereto severally and respectively subscribed, do hereby give you notice, that henceforth you do not at any time enter or come upon any part of the farms, lands, woods, hereditaments and premises, in our several and respective possessions, or occupations, situate, &c., or any or either of them, or elsewhere, in the kingdom of *Great Britain*, either for the purpose of coursing, hunting, shooting, fishing, or fowling, or any pretence whatsoever; as we shall deem every such entry and intrusion as wilful trespass done to us respectively, and shall take our remedy for the same according to law. Dated this day of 18

*Notice in the Gazette of the Composition Deed
having been executed pursuant to the 4th section.*

THIS is to give notice, that by indenture bearing date the 2d day of Sept. 1825, John Thomas, of, &c., merchant, hath conveyed and assigned all his estate and effects whatsoever to A. A., of, &c., hatter, and B. B., of, &c., mason, trustees upon trust, for the benefit of all the creditors of the said J. T.; and that the said indenture was executed by the said J. T., on the said day of and by the said A. A. on the day of aforesaid, and by the said B. B. on the day of aforesaid (1), which execution was witnessed by J. J., of, &c., gentleman.

(1) The execution by the trustees must be within fifteen days of the execution by the trader.

PARTITIONS.

PARTITION is the dividing of land descended by the common law, or custom, among co-heirs or parceners. In *Kent*, where the land is of gavelkind nature, they call their partition shifting, from the Saxon *shiftan*, to divide. In Latin it is called *hercissere*. Partition also may be made by joint-tenants, or tenants in common, by deed or writ.—31 Hen. VIII., 1; 32 Hen. VIII., 32.

Parcenary is the holding lands jointly by parceners, when the common inheritance is not divided.—Litt. 56.

An estate held in coparcenary is, where lands of inheritance descend from the ancestor to two or more persons. It arises either by the *common law*, or particular custom. By common law, as where a person, seised in fee simple, or in fee tail, dies, and his next heirs are two or more females, his daughters, sisters, aunts, cousins, or other representatives in this case, they shall all inherit, and these co-heirs are then called parceners.—Litt., see 241 and 242.

Parceners, by particular custom, are where lands descend, as in gavel-kind, to all the males, in equal degree, as sons, brothers, uncles, &c. (*ibid.* 265). And in either of these cases, all the parceners put together make but one heir, and have but one estate among them.—Co. Litt. 163. The properties of parceners are in some respect like those of joint tenants, they having the same unities of interest, title, and possession.—(*Ibid.* 164).

Parceners are so called, saith Littleton, (see 241), because they may be constrained to make partition. And he mentions many methods of making it, (see 243 to 264), four of which are by consent, and one by compulsion. The first is, where they agree to divide the lands into equal parts, in severalty, and that each shall have such determinate part; the second is, when they agree to choose some friend to make partition between them, and then the sisters shall choose each of them her part according to their seniority of ages, or otherwise, as shall be agreed. The privilege of seniority is in this case personal, for if the eldest sister be dead, her issue shall not choose first, but the next sister. But if an advowson descend in *copos cenary*, and the sisters cannot agree in the presentation, the eldest and her issue, nay her husband or her assigns, shall present alone before the younger.—(Co. Litt. 166. 3 Rep. 22). The fourth method is, where the sisters agree to cast lots for their shares, and these are the methods by consent. That by compulsion is, where one or more sue out a

writ of partition against the others, whereupon the sheriff shall go to the lands, and make partition thereof by the verdict of a jury then impannelled, and assign to each of the partners her part in severalty, (*ibid*). But the most usual mode of compulsion is, by a decree of a court of equity.

The estate in coparcenary may be dissolved, either by partition, which dis-unites the possession; by alienation of one parcener, which dis-unites the title, and may dis-unite the interest; or by the whole at last descending to, and vesting in one single person, which brings it to an estate in severalty.

—◆—

Partition between the Co-heirs of Freehold, Customary and Leasehold Estates.

THIS INDENTURE, made the day of, &c., between M. C., spinster, one of the daughters and coheirs of T. C., late of, &c., of the one part; and A. C., the other daughter and coheir of the said T. C., of the other part.

WHEREAS the said T. C., being seised to him and his heirs of the freehold messuages, fee-farm rents, and hereditaments, in the county of hereinafter mentioned and described, subject to a term of ninety-nine years, for raising l. a-piece, to be paid to his daughters for their portions charged thereon, by the articles and settlement made in contemplation of the marriage of the said T. C. with M. his wife, and being also seised in fee of the customary lands and tenements in the said county of hereinafter mentioned, held by copy of court roll, according to the custom of the respective manors whereof the same are respectively holden, and being possessed and interested of and in divers leasehold messuages, lands, and hereditaments, in the said county of for several terms of years therein respectively mentioned; and also of and in divers shares and interests of and in the capital or joint stocks of the bank of *England*; and hath lately departed this life intestate, leaving the said M. C. and A. C., his daughters and co-heirs. AND WHEREAS, administration of his goods, chattels, rights, and credits, hath been duly granted to the said M. C. and A. C., by the prerogative court of *Canterbury*, as by the letters of administration, under the seal of the said court, reference being thereunto had, may appear. AND WHEREAS the said M. C. and A. C., have already made an equal division between them of all the shares and interests in the capital or joint stocks and annuities aforesaid, and have had a valuation made of the real estate of the said

Recital of
the probate
of his will

that the
personal
property has
been already
divided.

I. C., both freehold and customary, and the leasehold estates aforesaid are intended to remain undivided. AND WHEREAS, the said M. C. and A. C., have duly considered of all the said premises, and of the nature, condition, circumstances, and value of the same, and are fully convinced and satisfied, that &c., are of equal value with &c. NOW THIS INDENTURE WITNESSETH, that the said M. C. and A. C., for themselves and their heirs, have mutually agreed to make a partition of the said real estate of the said T. C. in manner following: (that is to say), that the said portions of *l.* a-piece, shall sink and not be raised. AND that the said M. C., shall have and enjoy to her and her heirs for ever, in severalty, the messuages, lands, tenements, rents, and hereditaments situate at, &c., late of the said T. C. deceased, being of the nature of freehold, and not customary; and also the customary lands and tenements in the said county of *hereinafter* mentioned, to be hereby released to her and her heirs, for her share and property of the said real estate, and that she the said A. C., shall also, for equality of partition, have and receive from the said M. C., the sum of *l.* in money. AND THIS INDENTURE FURTHER WITNESSETH, that as well in pursuance of the said agreement, and for rendering the same more effectual, and for better assuring to the said M. C., her heirs and assigns, the said messuage, &c., freehold and customary, allotted for her part and share in the said partition, to be held in severalty, as for and in consideration of the moiety, share, and interest of her the said M. C., of and in the said messuages, &c., intended to be hereby granted and released to her the said A. C. and her heirs, as hereinafter is mentioned; and for and in consideration of the sum of *l.*, by the said M. C. to the said A. C. in hand paid, the receipt, &c., and for other considerations hereunto moving, the said A. C. HATH granted, bargained, sold, released, and confirmed, and by these presents DOTH grant, &c., unto the said M. C. and her heirs, (in her actual possession, &c.), ALL, &c., and the reversion and reversions, &c., and all the estate, &c., TO HAVE AND TO HOLD, &c., unto the said M. C., her heirs and assigns, for ever, to her and their own sole use and benefit, in severalty, freed and discharged of and from all right, title, purparty, shares, claims, and demands whatsoever, of her the said A. C. and her heirs, of, in, and to the same premises, every or any part or parcel thereof. AND the said A. C., for the considerations and purposes aforesaid, HATH released and quitted claim, and by these presents DOTH release and for ever quit claim

Partition.

l. for daughters' portions to sink.

M. C. to have certain freeholds and customary;

and A. C. to have a certain sum of money.

Release by A. C. to M. C.

PARTITIONS.

unto and to the use of her the said M. C., her heirs and assigns for ever, ALL that customary messuage or tenement, with the messuages, &c., which said customary messuages, &c., are held of the honor and manor of by copy of court roll, according to the custom of the said honor or manor, by the rent of *1* l., and other services due and accustomed, and all the estate, right, title, purparty, share, interest, &c. To HAVE AND TO HOLD the said customary messuages, &c., unto the said M. C., her heirs and assigns for ever, to her and their sole use and benefit, freed and discharged of and from all right, title, purparty, share, claims, and demands whatsoever, of her the said A. C. and her heirs, of, in, and to the same premises, and every part and parcel thereof, subject nevertheless to the rents, duties, and services due and payable for the same to the respective manors whereof the same are holden as aforesaid. [*Covenant from A. C., that she hath done no act to incumber*]. AND THIS INDENTURE MOREOVER WITNESSETH, that as well in pursuance of the said agreement, and for rendering the same more effectual, and for the better assuring to the said A. C., her heirs and assigns, the said messuages, &c., allotted for her purparty and share in the aforesaid partition, to be held in severalty, and in consideration of the premises, and for and in consideration of 5s., &c., and for other considerations hereunto moving, the said M. C. hath granted, bargained, sold, released, and confirmed, and by these presents DOTH, &c., to the said A. C., (*ut supra*). [*Covenant from M. C., that she hath done no act to incumber*]. AND the said M. C. and A. C., mutually for themselves, their heirs, executors, and administrators, do covenant, promise, and agree each with the other, and with the heirs and assigns of the other, by these presents, that each of them, the said M. C. and A. C., and her respective heirs, executors, and administrators, and all persons claiming or to claim, by, from, or under her, or the said T. C. deceased, shall do any act for better assuring, &c., unto and to the use of each other, her heirs, &c. respectively, to be held in severalty, according to the true intent and meaning of these presents, be the same by fine or fines, &c., as by each of them the said M. C. and A. C., or the heirs, &c., of each of them, or her or their counsel, &c., shall be advised, devised, or required. IN WITNESS, &c.

by
M. C. to
A. C. of
other pre-
mises.
Mutual co-
venants for
further as-
surance.

*Partition between Joint-Tenants and Coparceners
gavelkind.*

THIS INDENTURE, made, &c., between G. M., of the one part; and H. M., of the other part.

Recital of
the will of
T. M., con-
taining an
executory
devise to
G. M. and
H. M.

WHEREAS T. M., late of R., deceased, brother to them the said G. and H., by his last will and testament in writing, bearing date, &c., did, amongst other things concerning the disposing of his lands and tenements, devise and bequeath unto E. M., son of him the said T. M., all those lands and tenements in R. aforesaid, which were sometime the lands of T. K., the grandfather of him the said T. M., TO HAVE AND TO HOLD all the said lands and tenements, with all and singular the appurtenances, to the said E. M., and his heirs for ever, when he should come to the age of and the said T. M. did, by his said last will and testament, farther will, that if his said son should happen to die before he came to his age of that then his will and mind was, that all those his lands and tenements should remain unto them the above-named G. M. and H. M., his brothers, parties to these presents, to be had and held unto them the said G. and H., and their heirs for ever, as in and by the said will and testament of him the said T. M., reference being thereunto had, will appear. AND WHEREAS the said E. M., son of the said T. M., since the death of the said testator, and before his said age of departed this life, without heir of his body, by reason whereof they the said G. and H. have, according to the last will and testament of him the said T. M., entered into the said premises unto them devised as aforesaid, and by virtue of the said last will and testament now are and stand jointly seised thereof. AND WHEREAS also the said G. and H. are seised in fee as coparceners in gavelkind of other messuages, lands, and tenements, &c. Now THEREFORE, to the end and intent that a perfect partition may be had and made between them the said G. M. and H. M., of all and singular the said messuages, lands, tenements, and hereditaments to them devised and descended as aforesaid, and every of them, their and every of their heirs and assigns, may from henceforth severally have and enjoy in severalty, without any impeachment or disturbance of the other of them, his or their heirs or assigns, his and their part and portion of the said messuages, &c., to them bequeathed or descended as aforesaid, they the said G. M. and H. M., by their own mutual consent and agreement, have made partition and division, and by these presents do, for them and their heirs, make partition and division

that the
anterior
fee had
ceased, on
which the
said G. M.
and H. M.
became
jointly
seised;
and that
they were
entitled to
other pre-
mises as co-
parceners in
gavelkind.

Partition.

of the said messuages, &c., to them devised or descended as aforesaid, in manner and form as hereinafter is mentioned; (that is to say), first, the said G. M. shall have for his part and portion of the said messuages, &c., unto them the said G. and H. devised or descended as aforesaid, ALL that messuage, &c., and the appurtenances, &c., together with one, &c., containing in the whole, by estimation, &c., whether the same be more or less, situate, &c., TO HAVE AND TO HOLD the said messuage, &c., and other the said premises, with their appurtenances, unto him the said G. M., his heirs and assigns for ever, in severalty, and divided from the part and portion of the said H. M., his heirs and assigns. AND he the said H. M. shall have for his part and portion of the said messuage, &c., to them the said G. and H., devised or descended as aforesaid, all those several messuages, &c., following; (that is to say), all, &c., to have, &c., the said messuage, &c., unto him the said H. M., his heirs and assigns, in severalty, and divided from the part and portion of the said G. M., as aforesaid. [*Mutual covenants for quiet enjoyment, and for further assurance.*]

*Partition between Copartners, on Dissolution of
Copartnership.*

THIS INDENTURE, made, &c., between R. C., of the one part; and I. F., of the other part.

WHEREAS, the said parties to these presents have been of late copartners together in trade of, &c., and by reason of the said joint trade and dealing, divers debts became and now are due unto the said R. C., and I. F., for divers goods and wares; and also the said R. C. and I. F. are, and stand engaged for divers sums of money. AND WHEREAS also the said parties, for divers good reasons then moving, have concluded and agreed to put an end to their joint trade and copartnership, and the said R. C. is contented, and hath agreed, for the consideration hereinafter mentioned, to assign unto the said I. F., all the debts and sums of money which are due and owing unto them the said R. C. and I. F. jointly. AND the said I. F. hath likewise agreed and undertaken to discharge and pay all debts and sums of money which they the said R. C. and I. F. do jointly owe to any person or persons for or by reason of their said joint trade or copartnership. NOW THIS INDENTURE WITNESSETH, that the said R. C. and I. F. have mutually dissolved the said copartnership; and the said R. C., for the consideration hereinafter in

One partner
assigns to
the other
the co-

these presents mentioned, hath granted, assigned, and set over, and by these presents doth, &c., unto the said I. F., his executors, administrators, and assigns, all and singular such debts and sums of money as are owing to the said R. C., severally or jointly with the said I. F., for or concerning the said joint trade, and all his right, title, interest, property, claim, and demand whatsoever, in or to the said debts, or any of them, and also all and singular bills, bonds, specialties, and securities whatsoever for and concerning the said debts, and the late copartnership between them; all which said debts are mentioned or expressed in a certain schedule hereunto annexed. TO HAVE AND TO HOLD all and every the said debts, specialties, and securities unto the said I. F., his executors, administrators, or assigns, to his and their own proper use and benefit, without any manner of account therefore to be given to him the said R. C., his executors, administrators, or assigns. And the said R. C. doth by these presents give and grant to the said I. F., his executors, administrators, and assigns, full power and authority to ask, demand, recover, and receive, in the name of the said R. C., by all such lawful way, and means as shall be thought requisite by the said I. F., his executors, administrators or assigns, all and singular the said debts and sums of money expressed in the said schedule, for and to the only use and benefit of the said I. F., his executors administrators, or assigns, without any account to be made, had, or given for the same, or any part thereof. AND furthermore, that if the said R. C., or his assigns, or any person or persons, by virtue of any power or authority derived from him, have at any time heretofore received or discharged any of the said debts or sums of money mentioned in the said schedule, (other than such sums of money as have been received by the consent of the said I. F.), then, upon notice to be given by the said I. F., his executors, administrators, or assigns, to the said R. C., his executors, administrators, or assigns, he, the said R. C., his executors, administrators, or assigns, shall, within twenty days next after such notice given to the said R. C., or his, &c., satisfy and recompense the said I. F., his, &c., for the same, without fraud or covin. AND that he, the said R. C., his executors or administrators, shall not, at any time or times hereafter, wittingly or willingly do or suffer any act or thing to hinder, let, or disturb him, the said I. F., his executors, administrators, or assigns, in the recovery, getting in, or obtaining the said debts, or any of them. AND moreover, that the said R. C., his executors and administrators, shall and will, upon reasonable request to

partnership effects, in consideration of his paying the copartner's debts,

and empowers the other to recover debts in his name.

In case of any such debts being discharged,

R. C. to indemnify.

Covenant from R (not to hinder or prevent the recovery of such debts, but to give further powers, if requisite

PETITIONS.

In consideration whereof I. F. covenants to procure releases from the creditors,

and to indemnify R. C. against them.

him or them made 'by the said I. F., his executors, administrators, or assigns, make, seal, and deliver to him or them such other sufficient letter or letters of attorney for the recovery or getting in the said debts and sums of money as by the said I. F., his executors, administrators, or assigns, or his or their counsel, shall be reasonably devised, advised, and required. In consideration whereof, the said I. F., for himself, his executors and administrators, doth covenant, promise, and agree, to and with the said R. C., his executors and administrators, in manner and form following; (that is to say), that he the said I. F., his executors or administrators, shall and will, at or before the, &c., procure and obtain to and for the said R. C., his executors or administrators, sufficient general releases and other discharges in the law, from all creditors whose names are in the schedule hereunto annexed. AND ALSO, that he, the said I. F., his executors or administrators, shall and will, at all times for ever hereafter, save and keep harmless and indemnified the said R. C., his executors or administrators, against all and every person and persons whatsoever, to whom they, the said R. C. and I. F., or either of them, are indebted, touching or concerning the said copartnership, and of and from all actions, suits, costs, damages, charges, judgments, executions, and demands whatsoever, which shall at any time hereafter arise and come against the said R. C., his executors or administrators, or any of his or their lands, tenements, goods, and chattels, or any part thereof, for or by reason of any debts or sums of money owing by, or for, or by reason of any bill, bond, specialty, promise, or contract touching the said copartnership. IN WITNESS, &c.

PETITIONS.

PETITION (*petitio*) a supplication made by an inferior to a superior, and especially to one having jurisdiction.—S. P. C. c. 15 Standf. Prerog. c. 22. 3 Black. 256.

Petition in chancery is a statement in writing addressed to the Lord Chancellor, or Master of the Rolls, shewing some matter whereupon the petitioner prays some order of the court.—P. R. C. 269.

The Creditor's Petition to the Great Seal for a Commission of Bankrupt.

To the Right Honourable John Earl of Eldon, Lord High Chancellor of Great Britain.

IN all humble manner complaining, sheweth unto

PETITIONS.

your lordship, your orator, A. A., of, &c., as well for himself as for all other the creditors of B. B., of, &c. THAT WHEREAS the said B. B., using and exercising the trade of a merchant, dealer, and chapman, by way of bargaining, exchange, bartering, and chevance, seeking his 'rade of living by buying and selling, upon just and good ~~cases~~, for wares and merc'handises to him sold and delivered, and also for ready money to him lent, being indebted unto your orator in the sum of

£. and upwards, of late (that is to say) about the month of _____ last past, did become bankrupt within the statute made against bankrupts, to the intent to defraud and hinder your said orator, and other his creditors, of their just debts and duties to them due and owing, (that is to say), within the statute made in the sixth year of the reign of his present majesty, intituled, "An Act to amend the laws relating to bankrupts;" in tender consideration whereof, may it please your lordship to grant unto your orator his majesty's most gracious commission, to be directed to such persons as to your lordship shall seem meet, authorizing them thereby not only concerning the said bankrupt, his body, lands, and tenements, freehold and customary goods, debts, and other things whatsoever, but also concerning all other persons who by concealment, claim, or otherwise, do or shall offend touching the premises, or any part thereof, contrary to the true intent and meaning of the said statute, to do and execute all and every thing and things whatsoever, as well for and towards satisfaction and payment of the said creditors, as towards and for all other intents and purposes, according to the ordinance and provision of the said statute.

And your orator shall ever pray, and so forth.

day of _____ 18

Let a commission of bankrupt issue as prayed, and be directed to

C. C.	}	A. B., Deputy.
D. D.		
E. E.		
F. F.		
G. G.		

Eldon, C.

A Petition for altering the Teste of a Commission, and for re-sealing the same.

In the matter of A. B.,
a bankrupt.

The humble petition of
A. A., of, &c.

Sheweth,

THAT on the _____ day of _____ last, a commission of It was for

merly hold- bankrupt, under the great seal of the United Kingdom
 en that a of Great Britain and Ireland, was awarded and issued
 commission against the said A. B., of, &c., upon the application of
 cannot be your petitioners.
 re-sealed on

account of That no proceedings have been had under the said
 the stamp commission, save only, that the major part of the com-
 duties ; but missioners therein named met once, and took the oath
 as these are to qualify themselves to put the said commission into
 now taken execution, and then examined two witnesses to prove
 off there the trading of the said A. B., and an act of bankruptcy
 seems to be committed by him. But the said commissioners did
 no objec- not find the said A. B. a bankrupt for want of sufficient
 tion. proof.

That your petitioner is now fully prepared to prove
 an act of bankruptcy against the said A. B.

Your petitioner, therefore, humbly prays your
 lordship, that the teste of the said commission
 may be altered to the day of last
 And that after such alteration the said com-
 mission may be re-sealed.

And your petitioner shall, &c.

*Petition by a Creditor for a Commission, where a
 former Commission is not proceeded in.*

In the matter of A. A.,
 against whom a com-
 mission of bankrupt
 hath been awarded
 and issued.

To the Right Honourable
 the Lord High Chan-
 cellor of Great Bri-
 tain.

The humble petition of B. B.

Sheweth,

THAT a commission of bankrupt, under the great
 seal of the United Kingdom of *Great Britain and Ire-
 land*, was awarded and issued against the said A. A.,
 on the petition of C. C.; of, &c., directed to certain
 commissioners therein named to execute the same.

That your petitioner hath caused the *London Gazette*
 to be searched from the day of to the
 day of inclusive, being days, as by the affidavit
 of D. D., of, &c., hereunto annexed appears, and doth
 not find that the said A. A. hath been declared a bank-
 rupt in any of such Gazettes.

That your petitioner hath made an affidavit that the
 said A. A. is justly and truly indebted unto him in the
 sum of *l.* and upwards, and is ready to enter
 into the usual bond to your lordship, to ground a com-
 mission of bankrupt against the said A. A., which your
 petitioner hereby undertakes to prosecute with effect

for the benefit of himself and the rest of the creditors of the said A. A.

Your petitioner, therefore, most humbly prays, that your lordship will be pleased to order the commission of bankrupt, so awarded and issued against the said A. A., to be forthwith superseded, and that a writ of *supersedeas* may issue for that purpose, and that a new commission may issue against the said A. A., upon the petition of your petitioner.

And your petitioner shall ever pray, &c.

Petition for a renewed Commission.

In the matter of A. A.,
a bankrupt.

To the Right Honourable
the Lord High Chan-
cellor of *Great Britain*.

The humble petition of B. B., of, &c.,

Creditor of the said A. A., a bankrupt.

Sheweth,

THAT a commission of bankrupt, under the great seal of the United Kingdom of *Great Britain* and *Ireland*, was awarded and issued against the said A. A., bearing date the day of in the year of the reign of his late majesty king George the Third, directed to C. C., D. D., E. E., F. F., and G. G., esquires, whereupon the said A. A. was duly declared bankrupt, and several proceedings have been had under and by virtue of the said commission.

That the said C. C., D. D., and G. G., three of the said commissioners, are since dead, by reason whereof the said commission cannot be further proceeded in, without being renewed.

Your petitioner, therefore, humbly prays your lordship, that the said commission may be renewed.

And your petitioner shall ever pray, &c.

Petition to enlarge the Time for the Bankrupt's Surrender.

In the matter of A. A., of,
&c., a bankrupt.

To the Right Honour-
able the Lord High
Chancellor of *Great
Britain*.

The humble petition of A. A., a bankrupt,

Sheweth,

THAT a commission of bankrupt under the great seal of the United Kingdom of *Great Britain* and *Ireland*, bearing date at *Westminster*, the day of last, upon the petition of B. B., of, &c., was awarded and issued against your petitioner, by the name and description of, &c.; which commission was directed to

PETITIONS.

C. C., D. D., E. E., F. F., and G. G., esquires, as commissioners to execute the same (1).

That your petitioner hath been duly declared bankrupt by the major part of the said commissioners, in and by the said commission named and authorized, and by summons under their hands, also by notice of the *London Gazette*, of the day of 18 was required to surrender himself to the said commissioners, or the major part of them, at, &c., to be examined by them, on the and days of the said month of respectively, at eleven of the clock in the forenoon, on each of the said days, touching the disclosure and discovery of his estate and effects; and on the day of next, your petitioner was, by such summons and notice, required to finish his examination under the said commission.

That your petitioner did surrender himself to the said commissioners, on the said and days of last, and submitted to be examined touching the disclosure and discovery of his estate and effects, and conformed himself to the act of parliament now in force concerning bankrupts.

That your petitioner is preparing and settling his affairs, in order to make a full and true disclosure and discovery of all his estate and effects; but your petitioner finds his accounts so very long, intricate and perplexed, that he cannot possibly finish the same by the time limited by the said commissioners' summons and notice respectively for that purpose.

Be it as prayed,
hereof giving notice to the commissioners forthwith.
Eldon, C.

Your petitioner, therefore, most humbly prays that your lordship would be pleased to order, that the time for your petitioner's surrendering himself to the commissioners in the said commission named, or the major part of them, and for fully disclosing and discovering his estate and effects, and finishing his last examination under the said commission, as the law in such cases requires, be enlarged for the space of forty-nine days, to be computed from the day of

And your petitioner shall ever pray, &c.

(1) The order to enlarge the time for the bankrupt's surrender must be made six days before the expiration of the forty-second day. By the new act, the Lord Chancellor has power to enlarge as often as he thinks fit.

Another Petition for the same purpose, by the Assignees (1).

In the matter of A. A.,

a bankrupt,

To the Right Honourable, &c. [*as in the other petition*].

The humble petition of B. B. and C. C., assignees of the estate and effects of the said bankrupt.

Sheweth,

THAT a commission of bankrupt, under the great seal of the United Kingdom of *Great Britain and Ireland*, bearing date at *Westminster*, the day of last, upon the petition of C. C., of, &c., was awarded and issued against A. A., of, &c., which commission was directed to D. D., E. E., F. F., G. G., and H. H., esquires, as commissioners to execute the same.

That the said A. A. hath been declared bankrupt by the major part of the said commissioners acting under the said commission, and by summons under their hands, and also by notice in the *London Gazette*, on the day of was required to surrender himself to the said commissioners, or the major part of them, at Guildhall, *London*, to be examined by them on the and days of the said month of respectively, at one of the clock in the afternoon on each of

(1) *Affidavit of the Service of a Petition.*

In the matter of A. A.,

a bankrupt.

M. M., of, &c., gent., maketh oath, that he this deponent did, on the day of last, serve D. D., E. E., and F. F., esqrs., with a petition preferred by B. B. and C. C., assignees of the estate and effects of the said A. A., the bankrupt in this matter, to the Right Honourable the Lord High Chancellor of *Great Britain*, with his lordship's order thereon, bearing date the day of the said month of whereby it was ordered, that the time for the said A. A., the bankrupt, surrendering himself to the commissioners in the said commission named, or the major part of them, and disclosing or discovering his estate and effects, and finishing his last examination, be further enlarged for the space of ten days, to be computed from the day of next, in manner following; that is to say, by personally delivering to the said D. D., E. E., and F. F. respectively, a true copy of the said petition and order thereon; and at the same time shewing them respectively the said original petition, and order thereon. And this deponent further saith, that the said D. D., E. E., and F. F. are the acting commissioners under the said commission, as this deponent hath been informed and believes.

M. M.

Sworn at the Public Office,
this day of
before me

PETITIONS.

the said days, touching the disclosure and discovery of his estate and effects; and on the day of last, the said bankrupt was, by such summons and notice, required to finish his examination under the said commission.

That the said bankrupt hath not yet surrendered himself to the commissioners in the said commission named, or to the major part of them, at the said two first sittings already had under the said commission, or at either of them, and the said bankrupt is now at _____ in the kingdom of _____ and intends to surrender himself to the said commission, as your petitioners are informed, but will not be able to arrive in *London* by the _____ day of _____

Or thus :

THAT your petitioners have been duly chosen assignees of the estate and effects of the said bankrupt, and find that the said bankrupt is in an ill state of health, and a prisoner in the and is not prepared to finish his examination in the time limited for that purpose, in the manner prescribed by the act of parliament in that case made and provided; therefore hath not as yet surrendered himself to the said commissioners, which he purposes to do, as your petitioners are informed, as soon as the said commission can be prepared.

[In case the bankrupt hath already had time, then you set forth the commission, the commissioners' declaration of the bankruptcy, the terms for surrender (as before) and then the last order for time, thus]:

That the said bankrupt being then in an ill state of health, and a prisoner in the and not being then prepared to finish his examination; your petitioners, who have been duly chosen assignees of the said bankrupt's estate and effects, on the day of last, preferred their petition to your lordship, and obtained an order thereon for forty days further time, to be computed from the day of for the said bankrupt to surrender himself, and finish his examination.

That your petitioners find that the said bankrupt, by reason of his ill state of health, as aforesaid, hath not been able to prepare and complete his examination; and inasmuch as the time granted by your lordship for the said bankrupt to finish his examination will expire on the day of next;

day of

Let the time for the said A. A., the bankrupt, sur-

Your petitioners, therefore, most humbly pray your lordship, that the

rendering himself to the commissioners in the said commission named, or the major part of them, and for disclosing and discovering his estate and effects, and finishing his examination before them, be further enlarged for the space of ten days, to be computed from the day of next: hereof give notice to the commissioners forthwith.

Eldon, C.

time for the said bankrupt's surrendering himself, and disclosing his estate and effects to the acting commissioners in the said commission named and authorized, and for his finishing his examination before them, may be further enlarged for the space of ten days to be computed from the said day of next.

And your petitioners shall ever pray, &c.

[Notice must be given of the order for enlargement to the commissioners, by personally delivering, or leaving at their place of abode, a copy of the petition and order, which must be also inserted in the Gazette].

114

POWERS OF ATTORNEY.

A POWER, or letter of attorney, is a writing authorizing an attorney to do any lawful act in the stead of another, as to give seisin of lands, recover debts, or sue a third person, &c., and these may be either general or special, but the authority must be strictly pursued.—Plowd. 475.

General Power of Appointment to act in the Management of all his Estates, &c., during his absence abroad.

TO ALL TO WHOM THESE PRESENTS SHALL COME,
A. B., of sendeth greeting.

WHEREAS, the said A. B. is shortly going to the East Indies, and is therefore desirous of appointing a person, and of giving him sufficient power and authorities to do and execute every act, deed, matter, and thing whatsoever, which shall be requisite and necessary to be done and executed with respect to the entire management of all the estates, monies, property, and effects of the said A. B., during his residence beyond

the seas. Now, therefore, these presents witness, that the said A. B. hath made, constituted, and appointed, and in his place and stead put, and by these presents doth, &c., his brother C. D., his true and lawful attorney, for him and in his name, to enter into and upon the houses, manors, messuages, farms, lands, tithes, and hereditaments, freehold, copyhold, and leasehold, whatsoever and wheresoever, to the said A. B. belonging or in anywise appertaining, or wherein or whereof the said A. B. hath any estate or inheritance, and to make sale of or convey in exchange for other freehold, copyhold, or leasehold estates any of the said freehold, copyhold, or leasehold estates of him the said A. B., and the money arising from such sales, or on account of any exchange, to lay out and invest in other lands and hereditaments, or on government or real securities, or otherwise, as he shall think fit, and to sign, seal, and execute, and as the act and deed, and acts and deeds of the said A. B., to deliver any deed or deeds, conveyances, and assurances for conveying, either by way of absolute sale, or in exchange for other freehold, copyhold, or leasehold estates, such freehold, copyhold, or leasehold estates of the said A. B. which may be sold or exchanged, and to sign receipts for the consideration money on such sales or exchanges; and also to transpose or transfer any mortgages or other securities which he the said C. D. may take for any monies which from time to time may have arisen from such sale or sales, exchange or exchanges, and may have been placed out on such securities; AND ALSO to view, search, and see the state, condition, and defects of the reparation of all the said estates of the said A. B. and forthwith to give proper notices and directions for repairing the same, and generally to oversee, set, let, manage, and improve the said estates of the said A. B. to the best advantage; and also from time to time to fell or cut down any wood or underwoods, timber, or other trees standing or being on any of the said lands and hereditaments of the said A. B., which he hath power to cut down, as his attorney shall see fit, and the same to sell and dispose of, or allow for repairs, or otherwise, in or about the said premises, and generally to repair and uphold, or take down and new-build all or any houses, edifices, or buildings in or upon the said lands and hereditaments, as occasion shall require, or do any other act or thing for the improvement of the same. AND also to pay all taxes, rates, charges, deductions, expenses, and all other payments whatsoever, due and payable, or to grow due and payable, for or on account of the honours, manors, messuages, lands, hereditaments, and other the premises the estate of the said

To make sale or exchange,
To lay out the money arising from sales in purchases, &c.
To execute deeds, &c.
To transfer mortgages;
To view premises, and give notice for repairing, and to improve, let, and manage the same, to fell and cut down timber, or allow for repairs;
To rebuild houses, &c.
To pay taxes

A. B. AND ALSO to contract with any person or persons for leasing any of the said premises, and to set fines for new leases, and to accept surrenders of leases, and for that purpose, for the said A. B., and in his name, and as his act and deed, to make, seal, deliver, and execute any lease or leases, demises or grants, or other lawful deeds or instruments whatsoever which shall be necessary and proper in that behalf; AND ALSO for and in the name of the said A. B., to ask, receive, and recover of all the stewards, bailiffs, receivers, farmers, tenants, and all other occupiers whatsoever of all and every the said lands and hereditaments of the said A. B., all rents, arrears of rent, services, issues, profits, emoluments, sum and sums of money due, owing, and payable, or at any time hereafter to grow and become due, owing, and payable for or in respect or on account of the same premises, in any manner whatsoever; and an account and accounts of them and all other the stewards, bailiffs, and accountants whatsoever of the said A. B., or any of them, to require and take; and the said stewards, bailiffs, receivers, and servants to displace and remove, as his said attorney shall think fit, and on the displacing or death of any of them, new stewards, bailiffs, receivers, servants, or other agents to put and appoint in the place of those so displaced or dying. AND also to sue for, receive, and recover all manner of debts, dues, duties, rents, services, amerciaments, sum and sums of money whatsoever due or to grow due to the said A. B., in respect of the premises aforesaid, and on non-payment thereof, or of any part thereof, to enter and distrain, and the distress and distresses then and there found to, detain and keep, or otherwise to sell and dispose of the same according to law; AND ALSO for and in the name of the said A. B., to commence and prosecute any action or actions, suit or suits, as well real as personal and mixed, in any court of law or equity, for the recovery of any debt, matter, or thing whatsoever, due or payable, or to become due or payable, or coming unto, or anywise appertaining or belonging to the said A. B., by any means, or on any account whatsoever, and the same action or actions, suit or suits, to prosecute and follow, or to discontinue or become non-suit therein, if my said attorney shall see cause; AND ALSO for him the said A. B., and in his name generally to use and take such lawful ways and means for the recovery, receiving, obtaining, or getting in any rent, sum and sums of money, or other things whatsoever, which is, are, shall or may be, or by his said attorney shall be conceived or thought to be due, owing, belonging, or payable unto the said A. B., by any person, or persons whomsoever, as fully and effectually to all intents and

To contract for leasing, and to accept surrenders of leases, and execute new ones.
To receive rents.

To take accounts.

To displace stewards, &c., and appoint others.

To sue for debts, and distrain for rent.

To bring actions, &c.

And generally to use all lawful means for obtaining payment, &c.

purposes as the said A. B. might or could do, use, or take, if he was present in person: AND ALSO upon payment, receipt, or recovery of all and every the aforesaid rents, arrears of rent, profit, produce, debts, dues, sum and sums of money for him the said A. B., and in his name to give proper acquittances and discharges for the same respectively. AND ALSO for and in the name of the said A. B., to present a fit person or persons to any church or churches, or ecclesiastical benefice or benefices, to the advowson or right of presentation whereof the said A. B. is, or shall or may be entitled; and generally for him the said A. B., and in his name, to do, execute, and perform all and every other act and acts, thing and things, needful and expedient in and about the premises, as fully and effectually to all intents and purposes as he the said A. B. could do if he were personally present, he the said A. B. hereby ratifying and confirming, and agreeing to ratify and confirm, all and whatever his said attorney C. D. shall lawfully do, or cause to be done, in and about the premises aforesaid. AND for the better doing, performing, and executing of all or any the matters and things aforesaid, he the said A. B. doth hereby further give and grant unto the said C. D., his attorney, full power and authority to constitute and appoint, and in his place and stead put one or more attorney or attorneys for him the said A. B., and as his attorney or attorneys, and the same again at his pleasure to revoke, and other or others in his or their place or places to substitute. AND WHEREAS it is the intention of the said A. B., in case the said C. D. should happen to depart this life during the absence of him the said A. B., that immediately after the decease of him the said C. D., E. F. the brother of the said A. B. and C. D., should act as attorney for the said A. B., in the room or stead of the said C. D., and the said A. B. is therefore desirous of sufficiently authorizing and empowering him the said E. F. so to do. NOW THEREFORE THESE PRESENTS FURTHER WITNESS, that the said A. B. HATH made, constituted, and appointed, and in his place and stead put, and by these presents BOTH, &c., the said E. F., his true and lawful attorney, for him the said A. B., and in his name, from and after the decease of the said C. D., (in case he shall happen to depart this life during the absence of the said A. B.), to do, make, sign, seal, and execute all such act and acts, deed and deeds, matters and things whatsoever, as the said C. D., hereinbefore by these presents is authorized and empowered to do, make, and execute; the said A. B. to that intent hereby giving and granting to and vesting in the said E. F., all and every such and the same powers and authorities so to do, in as full, ample, and

And to give receipts.

To present to churches.

To appoint others in his stead,

in case of the death of the attorney in his absence.

Appointment of another with the same powers.

extensive a manner, to all intents and purposes whatsoever, as are hereinbefore by these presents given and granted to and vested in the said C. D.; and the said A. B. doth hereby agree to satisfy and confirm all and whatsoever his said attornies, or either of them, shall lawfully do or cause to be done in the premises. In
WITNESS, &c.

Letter, or Power of Attorney to prosecute an Action against Merchants in America, &c., upon a Bill of Exchange (1), and necessary Documents to accompany same.

TO ALL TO WHOM THESE PRESENTS SHALL COME.

A. B., of the town of B., in the county of S., within that part of the United Kingdom of *Great Britain* and *Ireland* called *England*, widow, sendeth greeting.

WHEREAS, Messrs. H. and M., of Portland in America, are and stand justly and truly indebted (2) to the said A. B., in the sum of £. sterling, upon a foreign bill of exchange, dated Portland, 3rd July, 1823, at ten days sight, payable to W. L., or order, for value received, drawn by the said Messrs. H. and M., upon Messrs. M. and W., merchants, oyer, indorsed by

(1) There must be an affidavit made of the due execution of the power of attorney, by one of the witnesses, as follows, and annexed to the power of attorney.

I, M., of, &c., maketh oath and saith, that he was present, and did see A. B., of, &c., duly sign, seal, and as her act and deed, deliver the letter of attorney *hereunto annexed*; and that the same subscribed against the seal of the said letter of attorney, is the proper hand-writing of the said A. B., and that the names (*as signed*) subscribed to the said letter of attorney, as witnesses to the execution thereof by the said A. B., are of this deponent's and of the said L. M.'s own proper hand-writing.

Sworn at, &c., before me, O. P.,

Mayor, or Bailiff, of, &c.

(2) It is requisite an affidavit of the debt should be made and annexed to the power of attorney.

England. (to wit)—A. B., of, &c., in the county of S., widow, maketh oath and saith, that Messrs. H. and M., of Portland, in the province of Maine, in North America, merchants and copartners, are justly and truly indebted unto this deponent in the sum of £. sterling, on a foreign bill of exchange, dated Portland, 3rd July, 1823, at ten days sight, being the first of exchange, 2nd and 3rd of the same tenor and date not paid, payable to W. L., or order, for value received, drawn by the said Messrs. H. and M., upon Messrs. M. and W., merchants, oyer, and by the said W. L. indorsed to this deponent, and this deponent further saith, that the full and true value for the said bill was given to the said W. L., by this deponent, to the said Messrs. H. and M.

Sworn, &c., (as before).

POWERS OF ATTORNEY.

the said W. L., over to the said A. B., and which said bill of exchange hath been presented for acceptance and payment to the said Messrs. M. and W., who hath refused either to accept or pay the same, and such bill hath been duly protested for non-acceptance and non-payment, as on reference to the said bill and protests will appear.

Power.

NOW KNOW YE, that the said A. B., for divers good causes and considerations her thereunto moving, hath made, ordained, authorized, nominated, constituted, and appointed, and by these presents doth make, ordain, authorize, nominate, constitute and appoint, and in her place and stead put and depute F. L., of, &c., the true and lawful attorney of her the said A. B., for her, and in her name, or in the name of the said F. L., as her attorney, as shall be thought the most proper and convenient, but for her use, to ask, demand, collect,

To ask, demand, &c.

get in and receive of and from the said Messrs. H. and M., or either of them, the said sum of £., and all interest, costs, and charges in respect thereof, and all and every debt and debts, sum and sums of money whatsoever, due and owing by and from the said &c., and in like manner to collect, get in, and receive of and from all and every other person and persons resident in the said island of Portland or elsewhere, in North America; and all and every debt and debts, sum and sums of money due and owing by them, him or her, to the said A. B., and upon receipt of the said sum of £., as also any other such debt or debts,

To give receipts, &c.

sum or sums of money, to make, sign, give and execute all and every such receipts, acquittances, or other good and sufficient receipts or discharges for the same, as shall be requisite and necessary in that behalf; and on non-payment of such debt or debts, sum or sums of money, or any of them, or any part thereof, to commence, institute, and prosecute, or to appear to, answer and defend any action and actions, suit or suits, attachment or attachments, or other proceedings at law or in equity, or otherwise, or by them the said Messrs. H. and M., or either of them, and such other person or persons, if any as aforesaid, as shall or may be deemed necessary or advisable, by the said F. L., for the recovery of the same debt or debts, sum or sums of money, or any of them, or any part thereof, and for that purpose to appear before any judge, justice, magistrate, registrar, or any other proper officer or officers, in the said province of as occasion shall require, and thereupon to do, execute, and perform such acts, deeds, matters and things, as shall be requisite or expedient, according to the laws, rules and customs of the United States

And on non-payment to prosecute, &c.

of America, or of the said province of, &c., and also to settle and adjust with the said H. and M., and such other person or persons, (if any), indebted as aforesaid to the said A. B., all accounts and reckonings, which now are, or at any time hereafter may be open, depending and unsettled between the said Messrs. H. and M. and the said A. B., and such other person or persons, (if any), indebted to the said A. B., and to submit to reference and arbitration any difference or dispute that shall or may arise, touching, or in any manner relating to any such debt or debts, sum or sums of money as aforesaid. AND for that purpose to make, sign, seal, and deliver, any bond or bonds of arbitration or reference, in any reasonable penalty, and to abide by, enforce, and perform the award, order, and determination, which shall or may be made by the arbitrators or referees therein, and to prove any debt or debts due, or to become due to the said A. B., under any commission or commissions of bankrupt or insolvent act, which is or are, or shall or may be issued against or committed by the said Messrs. H. and M., or any or either of them, or any such other person or persons, (if any), indebted to the said A. B. as aforesaid, and to vote in the choice of assignees, and to accept and take the dividend or dividends to become payable under the same commission or commissions of bankruptcy, or acts of insolvency, and also to compound for all and every, or any such debt or debts, sum or sums of money, due and owing to the said A. B., or in the name of himself, the said F. L., or otherwise as occasion shall require, to do, execute, and perform all and every other act and acts, deed and deeds, matters and things needful or expedient, in and about the premises, as fully and effectually, to all intents and purposes, as she, the said A. B., could do herself, being personally present.

And for the better and more effectually executing the powers and authorities aforesaid, she the said A. B., doth hereby authorize and empower the said F. L. to make, substitute, and depute, one or more attorney or attorneys, deputy or deputies, substitute or substitutes under him, and in his place and stead, with full power and authority to execute and perform all and every, or any of the powers and authorities hereby vested in and given to him the said F. L., and such attorney or attorneys, deputy or deputies, substitute or substitutes, so to be nominated by them, from time to time, to displace or remove, and another or others to appoint and depute, in his or their room or stead, she, the said A. B., hereby ratifying, allowing, and confirming, and agreeing to ratify and confirm, all and whatsoever her said attorney

And to settle and adjust, &c.

To substitute, &c.

Not answerable for any loss without wilful neglect.

shall hereby do, &c. And that such attorney, or his deputy or deputies, substitute or substitutes, executors or administrators, shall not be answerable for any loss which may happen in or about the execution of the powers or recoveries aforesaid, without his or their wilful neglect or default. AND lastly, the said A. B. doth hereby authorize and empower her said attorney to acknowledge these presents before the registrar or other proper officer or officers of the said island, or other proper place; and that the name, hand-writing and seal, set, subscribed, and affixed to these presents, is the proper name, hand-writing, and seal of the said A. B., and that the same was duly witnessed by her, as and for her proper act and deed, and to do and perform all or any other acts, matters, and things, necessary or expedient, for the registering of these presents, if such registrar shall be necessary, as fully and effectually as the said A. B. could do hereof, if she were personally present. AND ALSO all other acts and things which may be necessary to be done, for rendering these presents valid and effectual, to all intents and purposes, according to the laws and customs of the said island of, &c., or the local laws of the country, where it shall be necessary to execute and obtain the purposes of these presents. IN WITNESS whereof the said A. L. hath, &c. (3).

(3) A certificate should be given by the chief magistrate of the city or town, and the seal of office affixed, and annexed to the affidavits, after this form.

To all to whom these presents shall come, O. P. and Q. R., of, &c.; bailiffs, of, &c., in that part of the United Kingdom of Great Britain and Ireland, called *England*, hereby certify, that on the day of the date hereof, personally came, and appeared before me, A. B. and L. M., the deponents respectively named in the annexed affidavits being persons well known and of good credit, and by solemn oaths which the said deponents then respectively took before us, upon the Holy Evangelists of Almighty God, did respectively, solemnly, and sincerely declare, testify and depose to be true, the several matters and things named and contained in the said annexed affidavits. In faith and testimony whereof, we, the said bailiffs, have caused the seal of the office of bailiffs of the said town and borough of to be hereunto put and affixed; and the deed-poll or power of attorney mentioned and referred to, in and by one of the said affidavits, to be hereunto also annexed. Dated at the in the said borough of the day of 1826.

Power of Attorney to Distrain.

KNOW ALL MEN, &c., that I, A. B., of, &c., for divers good causes and considerations, me hereunto moving, have made, nominated, authorized, constituted, and appointed, and, &c., C. D., of, &c., and E. F., of, &c., jointly and severally, my true and lawful attorney and attorneys, for me and in my name, place, and

stead, jointly or severally, to enter into and upon all that messuage or tenement, farm, lands, hereditaments and premises, situate and being in the parish of, &c., in the county aforesaid, and now in the tenure or occupation of G. H., his under-tenants or assigns, and held by him of me, at and under the yearly rent of £., and to make or cause to be made, one or more distress or distresses, or all or any way, corn, goods, chattels, beasts, sheep, or other effects, or things whatsoever, standing, lying, and being in and upon the said demised premises, or any part thereof, for all such rent or rents, that was or were, and now is due and owing to me to Michaelmas-day last past, for or on account of the said premises, or any part thereof, and such distress or distresses, when made or taken for me, and on my behalf, to hold, detain, and keep until payment and satisfaction to be made to me, for all such rent due, and in arrear to me, and all costs and charges of making such distress; and in case of non-payment thereof within the time limited, all such distress made by the laws now in force, to appraise, sell, and dispose of the same, or cause the same to be appraised, sold, and disposed of according to law. I the said A. B., giving and granting unto my said attornies and attorney, jointly and severally, full power and authority for me, and in my name and on my behalf, to do or cause to be done, all such acts, matters, and things whatsoever, touching, concerning, or in anywise relating to the said premises, as fully, to all intents and purposes whatsoever, as I the said A. B., might, or could do, in my own proper person, in case these presents had not been made. And whatsoever my said attornies or attorney or either of them shall lawfully do, or cause to be done, in or about the premises, I hereby for myself, my heirs, executors, and administrators, agree to allow, ratify, and confirm. IN WITNESS.

Power of Attorney from one Executor and Trustee to others to act in his absence.

TO ALL TO WHOM THESE PRESENTS SHALL COME.

W. W., of, &c. eldest son and heir at law, and also one of the trustees and executors named and appointed in and by the last will and testament of A. W., late of, &c. esq., deceased, sendeth greeting.

WHEREAS, the said A. W., in and by his last will Recital of and testament in writing, bearing date, &c., after giving will. and bequeathing several pecuniary and specific legacies, annuities, and bequests, to the several persons, and in manner therein mentioned, and charging all his per-

sonal estate with the payment thereof, did give all the rest and residue of his personal estates and effects of what nature or kind soever, subject and chargeable as aforesaid, to his (the said testator's) wife, W. F., and to his friend W. S. R., his son, the said W. W., and his son-in-law, E. W., upon the several trusts, and to and for the ends, intents, and purposes therein and hereinafter in part expressed or declared of and concerning the same, *viz.* IN TRUST, &c. [*recite the trusts*]. And the said testator did thereby nominate, constitute, and appoint the said F. W., W. S. R., W. W., and E. W., executors of his said last will and testament. AND WHEREAS the said A. W. departed this life on or about, &c., without having revoked or altered his said last will and testament in all or any of the matters aforesaid; and since his death the said F. W., W. S. R., W. W., and E. W., have all duly proved his said will in the prerogative court of the archbishop of *Canterbury*, and taken upon themselves the execution thereof. AND WHEREAS the said W. W. is about shortly to depart from *Great Britain* for the *East Indies*, and is desirous of enabling, so far as he lawfully may, the said other trustees and executors of the said A. W. to act in execution of the trusts of the said will, and in the management and conduct of the estate and affairs of the said testator during his absence, as fully and effectually as if he the said W. W. were present and actually joining in all and every such act and acts as may be necessary for that purpose. Now ~~know ye~~ *know ye*, that in order to carry such the desire of the said W. W. into execution, and for the purposes aforesaid, he the said W. W. HATH made, deputed, constituted, and appointed, and by these presents DOth make, depute, constitute, and appoint the said T. W., W. S. R., and E. W., and the survivor and survivors of them, to be his true and lawful attorney and attorneys for him the said W. W., in his name and on his behalf, as one of the trustees and executors of the said will of the said A. W. to transact, manage, and negotiate all and singular matters and things whatsoever, which in anywise relate to, or concern the execution of the said trusts, or the management, disposal, or conduct of the estate and affairs of the said testator; and to that end for him the said W. W., and in his name and on his behalf, as trustee and executors as aforesaid, to settle and sign, and also, if necessary, to seal, and as his act and deed, in due form of law, to deliver all and every, or any account and accounts, releases, receipts, acquittances, deeds, writings, and instruments whatsoever, which shall or may be, or to them the said F. W., W. S. R., and E. W.,

Death of
testator.

Probate.

That W.
W. is going
abroad.

Appoint-
ment of at-
torney.

To act in
testator's
affairs.

To execute
deeds.

or the survivor or survivors of them," shall seem necessary or expedient for that purpose; and generally to do, execute, and perform, or cause and procure to be done, all and every, or any acts, deeds, matters, and things whatsoever, anywise necessary or expedient to be done by or on behalf of him the said W. W., in or about the execution of the trusts aforesaid, or any of them, and the management, disposal, or conduct of the said testator's estate and affairs, or any part thereof; and all and whatever his said attornies, or any of them, shall do or cause to be done in pursuance of the powers hereby granted, he the said W. W. doth hereby, and at all times hereafter shall and will ratify, confirm, and allow. IN WITNESS, &c.

To receive a Legacy.

TO ALL TO WHOM, &c., I, C. D., of, &c.

WHILREAS A. B., late of, &c., by her last will and testament, bearing date did give and bequeath unto me, C. D., of 1000*l.*, to be paid unto me upon my sealing and delivering a general release to the executors of the said A. B., and made and constituted E. F., of her executor, and shortly after died. AND WHEREAS the said E. F. hath proved the said will, and I, the said C. D., have sealed such general release to the said E. F. as by the said will is directed, and left the same in the hands of my attornies hereinafter named, to be delivered to the said E. F., on payment of the said 1000*l.* NOW KNOW YE, that I, the said C. D., HAVE made, ordained, constituted, deputed, and appointed, and by these presents do make, ordain, constitute, depute, and appoint I. E., of and I. S., of my true and lawful attornies and attorney jointly, and either of them singly, for me and in my name, and to my use, to ask, demand, and receive of and from the said E. F. the said legacy of 1000*l.*, so given and bequeathed to me the said C. D. by the said A. B., by her said will as aforesaid, and upon receipt thereof by my said attornies, or either of them, to deliver the said general release so sealed as aforesaid, or to give such other discharge as shall be sufficient; I hereby ratifying, allowing, and confirming all and whatsoever my said attornies, jointly or separately, shall lawfully do in the premises. IN WITNESS, &c.

To receive Bank Stock, and transfer the same.

KNOW ALL MEN, &c., that A. B. and C. his wife, (daughter and administratrix of all and singular the goods, chattels, rights, and credits of deceased), HAVE constituted and appointed, and by these presents do, &c., D. E., gent., to be their true and lawful attorney for them the said A. B. and C. his wife, and for each of them, in their names, place, and stead, and to the use of the said A. B., to ask and receive all dividends now due, or which shall hereafter accrue or grow due to the said A. B. and C. his wife, or either of them, from the governor and company of the bank of *England*; and upon the receipt thereof, or of any part thereof, acquittances or other sufficient discharges to make and give for the same; and also to assign and transfer the sum of £. in the bank stock, and all and every other stock and stocks in the said bank of *England*, which they the said A. B. and C., or either of them, have or hath, or as she the said C. is entitled to as administratrix of deceased, or otherwise, to the said A. B., or to such other person or persons as the said A. B. shall order and direct. AND FURTHER, to do, execute, and perform all and singular deeds, acts, matters, and things which shall be expedient and necessary touching and concerning the premises, as fully and effectually, to all intents and purposes whatsoever, as they the said A. B. and C. his wife, or either of them, might or could do in or about the same, being personally present; and whatsoever he the said D. E. shall, &c. IN WITNESS, &c.

To accept and pay for and sell Bank Stock.

To accept of all such capital stock in the bank of *England* as I have already bought or contracted to buy, or shall hereafter buy or contract to buy, of any person or persons whatsoever, upon the transferring thereof according to the usual manner of transferring the said stock, and pay such sum and sums of money or consideration for the purchase of such capital stock, upon the transferring thereof, from time to time, as I shall in that behalf order; and likewise for me, and in my name, and on my behalf, and to and for my own proper use, to sell and transfer all or any such stock as I now have, or shall buy or purchase in the said bank of *England*, to such person or persons, and in such manner, as I shall from time to time direct and appoint, by writing under my hand; and also for my use to receive the monies or considerations which shall become due or

payable for or upon the sale of all ~~or~~ any such stock as he shall so sell or transfer for or on my account as aforesaid, and to give sufficient discharges for the same. AND I do hereby give and grant, &c.

To execute a Deed of Composition, and to receive a Dividend.

To sign, seal, and execute an indenture *tripartite*, bearing date, &c., made or mentioned to be made between A., B., and C., of, &c., creditors of F., &c., and trustees for and on the behalf of other the creditors of the said F., of the first part; L., M., N., myself, the said O., and P., Q., &c., creditors also of the said F., of the second part; and the said F., of the third part. AND ALSO for me and in my name, and to and for my proper use and behoof, to demand and receive of and from the said A., B., and C., either or any of them, all monies due and payable to me upon and by virtue of the said indenture, as well for my share and dividend of the sum of *l.* already received by and in the hands of the said A., B., and C., some or one of them, of the estate of the said F., as of the sum of *l.*, of the debts of the said L., M., N., yet outstanding and unreceived, or of so much thereof as shall be recovered and received, in proportion to the debt of *l.* owing to me by the said F. AND I do hereby give and grant unto my said attorney my whole power and authority in the premises, to do and perform all matters and things for the recovery and receiving of the monies due, or which shall become due or payable to me by virtue of the said indenture, as fully as I myself might or could do were I personally present. AND I do hereby ratify and confirm the execution of the said indenture by my said attorney, and do undertake and promise to ratify and allow all other legal acts and things which shall be by him done and performed in and about the premises by virtue of these presents. IN WITNESS, &c.



To sell South-Sea Stock.

to my use, to sell, assign, and transfer *l.* South Sea stock, to which I am entitled, as by the books kept for transfers of such stock may appear, or any part thereof, to any person or persons who may buy or purchase the same, at and for such price and in such manner as my said attorney shall think fit, and to receive the consideration-money for the same, and upon receipt thereof, in my name and on my behalf, to give

and execute sufficient receipts, acquittances, and discharges for the same, or for such part thereof as shall be so received, hereby ratifying, &c.

To take Admittance of 'Copyhold Lands, and after admission to surrender (1).

To ALL, &c., I, A. B., send greeting :

Recital of
surrender ;

WHEREAS R. D., and E. his wife, on the which was in the year of our Lord did surrender into the hands of the lord of the manor of C., in the county of S., one close of land called F., alias G., containing by estimation acres, being parcel of one yard of board land called L., and one other close of land called H., containing by estimation acres, and one close of land called K., containing by estimation acres, lying in W., in the said county, and holden by copy of court-roll of the said manor, by the yearly rent of £., to the use and behoof of me the said A. B., and his heirs for ever, according to the custom of the said manor, subject nevertheless to a condition for making void the same, if the said R. D., and E. his wife, should pay unto the said A. B., the sum of at several days long since past. AND WHEREAS, the said surrender was made unto the said A. B., IN TRUST, for the dean and chapter of the cathedral church of &c., and the monies thereupon lent were the proper monies of the said dean and chapter, and the condition of the said surrender is not yet performed. NOW KNOW YE,

and that
that surren-
der was
in trust.

Appoint-
ment of
I. W. to
receive ad-
mission,

that I the said A. B., in discharge and performance of the trust so in me reposed as aforesaid, at the request and by the direction of the said dean and chapter, do by these presents make, authorize, and appoint I. W., of the city of, &c., in the county aforesaid, gent., my true and lawful attorney, for me, and in my name, place, and stead, to receive, have, and take admittance of and from the lord of the manor of C. aforesaid, or his steward of his court there, of, in, and to the said several closes of land and premises before-mentioned, with the appurtenances, according to the custom of the manor aforesaid, and at any time after such admittance so had and taken, to surrender into the hands of the lord of the said manor, all the said several closes of land and premises, with the appurtenances, to the use

and after-
wards to
surrender

(1) But note, it is said that the lord is not compellable to admit the copyholder by attorney, as fealty cannot be sworn by attorney yet if he do so admit, the admittance will be good. A surrender may be by attorney, without a special custom ; but a purchaser is not obliged to accept such surrender by attorney, where the vendor can surrender in person.—See 2 Vesey 679.

and behoof of such person or persons, and their heirs, as the said dean and chapter shall nominate or appoint. And further to perform and execute any act or thing necessary or expedient to be done, in or about such admittance and surrender as aforesaid, as fully and amply as I, the said A. B., might or could do in my own person. IN WITNESS, &c.

To receive the distributive Share of an Intestate's Estate.

TO ALL, &c., I, A. B., of, &c., send greeting.

WHEREAS, I. C., my sister, lately died intestate, by means whereof, and by virtue of the statutes made for better distributing intestate estates, I am become legally entitled to a distributive share of my said sister's personal estate. NOW KNOW YE, that I the said A. B. having and reposing great confidence in I. W., of, &c., have made, &c., and by these presents do make, &c., the said I. W. my true and lawful attorney, for me, and in my name to sue for, ask, demand, recover, and receive, of and from administrator of the said I. C., all my distributive share of the personal estate of my said sister, which I am by law entitled unto, and all other sum and sums of money, goods, chattels, and personal estate whatsoever, which by my said sister's dying intestate, or on any other account belong, or of right ought to belong to me. AND upon receipt thereof, acquittances and other legal discharges, for me, and in my name, to give to the administrator of my said sister, for what my said attorney shall receive, and to make any agreement or composition for my said distributive share of my said sister's personal estate, or for any other matter or thing due to me from her estate; and whatsoever my said attorney shall do, or cause to be done, in and about the premises, I do hereby ratify and confirm the same as fully, to all intents and purposes, as if I were personally present and did the same. IN WITNESS, &c.

To demand Rent, and on default of Payment, to re-enter, according to a Proviso for such Re-entry in a Lease.

To demand and receive, of and from J. L., of on the day next after the feast of the Annunciation of the Blessed Virgin Mary next coming, at commonly called or known by the name of situate &c., the sum of £., of lawful money of Great Britain,

POWERS OF ATTORNEY.

which will become due unto me the said F., from the said J. L., at the said feast-day before mentioned, for one half year's rent for the said messuage, lands, and tenements, with their appurtenances, which by an indenture of lease, bearing date the day of in the year of our Lord were by the said A. B. demised unto the said J. L., for a certain term of years yet unexpired. AND in default of payment of the said sum of l., I give and grant unto my said attorney full power and authority to enter into and upon the said messuage and premises, by the before-mentioned indenture of lease demised, and thereof for me and in my name, stead, and place, to take possession, to the intent that the indenture of lease may become void, according to a certain proviso for that purpose in the said indenture of lease contained. AND FURTHER, to execute and perform all things requisite and necessary to be done in and about the execution of these presents, according to the true intent and meaning thereof. IN WITNESS, &c.

—◆—

Warrant, or Power of Attorney to enter up Judgment, with Release of Errors.

To J. B. and E. F., gentlemen, attornies of his majesty's court of King's Bench, at *Westminster*, jointly and severally, or to any other attorney of the same court.

THESE are to desire and authorize you the attornies above-named, or any one of you, or any other attorney of the court of King's Bench aforesaid, to appear for me, A. B., of, &c., in the said court. AND then and there to receive a declaration for me in an action of debt for l. (1), *money borrowed*, at the suit of C. D., of, &c.; AND THEREUPON to confess the same action, or else to suffer a judgment by *nil dicit*, or otherwise, to pass against me in the same action, and to be thereupon forthwith entered up against me, of record of the said court, for the said sum of l. and costs of suit. AND I the said A. B., do hereby further authorize and empower you the said attornies, or any one of you, after the said judgment shall be entered up as aforesaid, for me and in my name, and as my act and deed, to sign, seal, and execute a good and sufficient release in the law, to the said J. B. and E. F., their heirs, executors, and administrators, of all and all manner of error and errors, writ and writs of error, and all benefit and ad-

(1) Double the amount of debt. If the party is in custody it will be void, unless an attorney on his behalf is present of either

vantage thereof, and all misprisons^{of} error and errors, defects, and imperfections whatsoever, had, made, committed, done, or suffered, or to be had, made, committed, done, or suffered in, about, touching, or concerning the aforesaid judgment, or in, about, touching, or concerning any writ, warrant, process, declaration, plea, entry, or other proceedings whatsoever, of or any way concerning the same. AND for what you the said attorney, or any one of you, shall do, or cause to be done in the premises, or any of them, this shall be to you and every of you a sufficient warrant and authority. IN WITNESS whereof, I have hereunto set my hand and seal, the day of in the year of the reign of our sovereign lord by the grace of God of the United Kingdom of *Great Britain and Ireland* king, defender of the faith, and in the year of our Lord 18 Signed, sealed, &c.

Power of Attorney to vote in the choice of Assignees (1).

KNOW ALL MEN BY THESE PRESENTS, that I, A. A., of, &c., one of the creditors of B. B., against whom a commission of bankrupt, under the great seal of the United Kingdom of *Great Britain and Ireland*, hath been awarded and issued, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint C. C., of, &c., my true and lawful attorney, for me, and in my name, place, and stead, to appear before the commissioners in and by the said commission named and authorized, or the major part of them, at Guildhall, *London*, or elsewhere, at the days and times appointed in the *London Gazette*, for the choice of assignees of the estate and effects of the said B. B., and then and there for me, and in my name, to consent with whom the monies to be received from time to time, amounting to the sum of l. and upwards, out of the said bankrupt's estate and effects, shall remain until the same be divided. And also for me, and in my name, to vote in the choice of one or more assignee or assignees of the said bankrupt's estate and effects. And also in case that I the said A. A. should happen to be chosen assignee under the said commission against the said B. B., then as my said attorney, and for me and in my name, to accept the said trust, and to execute a counterpart of the assignment to the commissioners; and further, to act, do,

Power of attorney to vote in choice of assignees.

(1) No stamp is necessary.—6 Geo. IV., c. 16, s. 98,

POWERS OF ATTORNEY.

and perform all and whatsoever shall be needful and requisite to be done, in, about, or concerning the premises. And I do hereby ratify, confirm, and allow all and whatsoever my said attorney shall lawfully do, or cause to be done for me, by virtue of these presents, and of the power and authority hereby to him by me given. IN WITNESS whereof I the said A. A. have hereunto set my hand and seal this day of in the year of the reign of our sovereign lord George the fourth, &c., and in the year of our Lord 18 (1).

L. S.

Signed, sealed and delivered, in the
presence of

(1) *Affidavit of the Execution of the above Power of Attorney.*

T H., of, &c., maketh oath, That he was present and did see A. A., of, &c., duly sign, seal, and as his act and deed deliver the power of attorney hereunto annexed, and that the name A. A. subscribed against the seal of the said power of attorney, is the proper hand-writing of the said A. A., and that the names of this deponent and of D. D. subscribed to the said power of attorney as witnesses to the execution thereof, are of this deponent's and of the said D. D.'s own proper respective hand-writing.

Sworn at A., in the county of B., the day of in the year of our Lord 18 before me,

A. B.

Master in Chancery Extraordinary.

18

Exhibited to us under B. B.'s commission.

L. I.

F. F.

G. G.

Power of Attorney to sign Consent to the Commissioners, certifying to the Great Seal that the Bankrupt hath conformed; and to consent to Assignees commencing Suits in Equity, &c., and to receive Dividends.

Power of
attorney to
sign certifi-
cate, to con-
sent to com-
mencing
suits, and
to receive
dividends.

KNOW ALL MEN BY THESE PRESENTS, That we, A. A., of, &c., and B. B., of, &c., creditors of I. S., of, &c., the person against whom a commission of bankrupt is awarded and issued, and now in prosecution, and who have duly proved our respective debts under the said commission, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, appoint, and in our places and steads respectively put G. G., of, &c., to be our true and lawful attorney, for us and in our names respectively to consent with whom the monies to be received from time to time, when the same shall amount to the sum of l. or upwards, out of the bankrupt's estate and effects, shall remain until the same be divided. AND

ALSO for us, and in our names, places, and steads, respectively, to vote in the choice of one or more new assignee or assignees of the said bankrupt's estate and effects, in case of any alteration or change of the present assignees. AND ALSO for us and in our names, places, and steads, respectively, to consent to the commissioners in and by the said commission named and authorized, or the major part of them, signing a certificate for the said bankrupt's having the allowance and benefit given to bankrupts, by the act of parliament passed in the sixth year of the reign of his present majesty, intituled "An Act to amend the laws relating to bankrupts," and that the said bankrupt may be discharged from his debts in pursuance of the said act. AND ALSO for us and in our names respectively to consent, not only to the commencing of any suit or suits in equity, by the assignee or assignees under the said commission, touching the said bankrupt's estate, but also to the submitting of any dispute or difference between such assignee or assignees, or any other person or persons whatsoever, for or on account, or by reason or means of any matter, cause, or thing whatsoever, relating to the said bankrupt's estate or effects, and likewise to such assignee or assignees making any composition with any person or persons, debtors or accountants to the said bankrupt, where the same shall appear necessary and reasonable. AND ALSO for us and in our names, places, and steads, respectively, and for our own proper uses and benefits respectively, to ask, demand, sue for, and receive of and from the assignee or assignees of the said bankrupt's estate and effects, or whom else these presents do, shall, or may concern, all and every such sum or sums of money as now is or are, or which shall hereafter become due or payable to us the said A. A. and B. B. respectively, for our respective dividends or shares of the said bankrupt's estate and effects, on our said respective debts duly proved under the said commission as aforesaid, and on receipt thereof, for us and in our respective names, to sign, seal, and deliver all and every such good and sufficient receipts, acquittances, releases, and discharges to the said assignee or assignees, as shall and may be lawful, fit, and convenient to be executed, and generally to do all and every such further and other lawful act and deed, matter and thing in the law, for the better executing and discharging the power and authority hereby given, as full and amply, to all intents and purposes, as we ourselves or either of us might or could do, if personally present, and did the same; hereby ratifying, allowing, and confirming, all and whatsoever our said attorney shall or may lawfully do, or cause to be done,

POWERS OF ATTORNEY.

in and about the said premises, for the better executing the purposes aforesaid, by virtue of these presents. In witness whereof, we the said A. A. and B. B., have to these presents set our hands and seals, this day of _____ in the year of our Lord 18 _____

Sealed, &c. (1).

(1) This power of attorney must be accompanied with an affidavit of its due execution. No stamp is necessary.

Affidavit of the Execution of the above Power of Attorney.

H. H., of, &c., maketh oath, That he was present and did see A. A. and B. B., of, &c. duly sign, seal, and as their act and deed deliver the power of attorney hereunto annexed, and that the names of A. A. and B. B., respectively subscribed against the seals of the said power of attorney, were the proper hand-writing of the said A. A. and B. B., and that the names of this deponent and of W. W., subscribed to the said power of attorney as witnesses to the execution thereof, are of this deponent's and of the said W. W.'s own proper respective hand-writings.

H. H.

Sworn at _____ in the county of T.,
the _____ day of _____ in the year
of our Lord 18 _____ before me,

R. F.,
Master in Chancery Extraordinary.

A Power of Attorney from the Assignees to empower another to receive Rents.

Power of
attorney
from assign-
ees to col-
lect rent.

KNOW ALL MEN BY THESE PRESENTS, That we, A. A., of, &c., and B. B., of, &c., assignees of the estate and effects of C. C., of, &c., a bankrupt, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint D. D., of, &c., our true and lawful attorney, for us and in our names, to ask, demand, and receive of and from E. E. and F. F., of, aforesaid, all such rents and arrearages of rents, which now are, or shall hereafter grow due and payable, from them the said E. E. and F. F. respectively, for the several lands, messuages, and tenements they are in possession of at C. aforesaid, or elsewhere, in the said county of G., late the estate of the said C. C., or any future tenant or tenants of the said premises, or any part thereof. And upon receipt thereof, or any part thereof, for us, and in our names, as assignees as aforesaid, acquittances, receipts, or other sufficient discharges to give for the same. But in default of payment thereof, the several lands to enter, and to distrain for the said rents and arrears of rents, and the distresses there found to dispose of, according to law, as the said D. D. shall think most proper for the recovery thereof. Ratifying and hereby confirming all and whatsoever the said D. D.

shall lawfully act and do, or cause to be done, in and about the premises, by virtue of these presents. IN WITNESS, &c.

Power of Attorney to receive the statutable Allowance of a Bankrupt.

KNOW ALL MEN BY THESE PRESENTS, That I, A. A., late of, &c., have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint B. B., of, &c., my true and lawful attorney, for me and in my name, place, and stead, to ask, demand, sue for, and receive, of and from the present assignee or assignees, or any future assignee or assignees of my estate and effects, or whom else these presents do, shall, or may concern, all and every such sum and sums of money as now is or are, or which shall hereafter become due or payable to me the said A. A., for all or any allowance or allowances I may be entitled to out of the net produce of my said estate or effects, by act of parliament or otherwise howsoever, as a certificated bankrupt; and on payment of the said monies, or any of them, or any part thereof, for me and in my name to sign, seal, and deliver all and every such good and sufficient receipts, acquittances, releases, and discharges, to the said assignee or assignees, as shall and may be lawful, fit, and convenient to be given, and generally to do all and every such other and further lawful act and deed, matter or thing, for the better executing and discharging the power and authority hereby given, as fully and amply, to all intents and purposes, as I myself might or could do, if personally present, and did the same; hereby ratifying and confirming all and whatsoever my said attorney shall or may lawfully do, or cause to be done, in and about the said premises, for the better executing the purposes aforesaid, by virtue of these presents. In witness whereof, I, the said A. A., have hereunto set my hand and seal, this day of
in the year of our Lord

Sealed and delivered,
in the presence of

N. B. There must be an affidavit of the execution of this power of attorney.

Letter of Licence from Creditors to a Debtor.

TO ALL TO WHOM THESE PRESENTS SHALL COME,
we who have hereunto subscribed our names, and
affixed our seals, being creditors of A. B., of, &c.,
send greeting.

WHEREAS, the said A. B., on the day of the date

hereof, is indebted to us, the several creditors hereunder named, in divers sums of money, which at present he is unable to pay and satisfy, without respite and time to be given him for payment thereof. KNOW YE THEREFORE, that we the said several creditors, and each and every of us, at the particular request of the said A. B., have given and granted, and by these our present letters do give and grant unto the said A. B., full and free liberty, license, power, and authority, to go about, attend, follow, and negotiate any affairs, business, matters, or things whatsoever, to or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto him the said A. B., his waives, goods, monies, or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners, and assigns of us or any of us, or by our or any of our means or procurement, to be sought, attempted, or procured to be done, for and during six months next, and immediately ensuing the day of the date thereof. AND further, we the said creditors hereunto subscribed, do, and each of us doth covenant and grant for ourselves, our heirs, executors, administrators, and assigns, respectively, and not jointly, or one for another, or for the heirs, executors, administrators, or assigns, of each other, to and with the said A. B., that we, nor any of us, our heirs, executors, administrators, or assigns, or any of them, shall not, nor will, during the time aforesaid, sue, arrest, attach, or prosecute the said I. B., for or on account of our respective debts, or any part thereof. And that if any hurt, trouble, wrong, damage, or hindrance be done unto the said I. B., either in body, goods, or chattels, within the aforesaid term of next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted for ever against such of us the said creditors, his and their heirs, executors, administrators, or assigns, by whom and by whose will, means, or procurement, he shall be arrested, attached, imprisoned, grieved, or damaged, of all manner of actions, suits, dues, debts, charges, sum and sums of money, claims, and demands whatsoever, from the beginning of the world to the day of the date hereof. IN WITNESS, &c.

Deed of Composition of Debts.

TO ALL TO WHOM THESE PRESENTS SHALL COME,
we whose names and seals are hereunto subscribed
and set, creditors of R. C. and C. R., of, &c.,
send greeting.

WHEREAS the said R. C. and C. R., are and do stand jointly indebted unto us the said creditors, in divers sums of money, which they are willing to satisfy and pay as far as they are able. NOW KNOW YE, that we the said creditors, who have hereto subscribed our names and affixed our seals, finding that the said R. C. and C. R., are by losses and otherwise disabled to pay our full debts, do severally and respectively agree and bind ourselves, our heirs, executors, and administrators, unto the said R. C. and C. R., by these presents, to accept and take of them the said R. C. and C. R., their executors and administrators, after the rate of shillings in the pound, in full satisfaction of all debts and sums of money as they jointly owe to us and every of us, respectively, the same to be paid in four equal payments on the days following; (that is to say), the day of &c., so as the said R. C. and C. R., (for the more sure and better payment of the several sums of money aforesaid, in recompense and satisfaction of our and every of our said several debts as aforesaid), their executors or administrators, do, before the day of become jointly and severally bound, with sufficient surties, unto us and every of us respectively, by obligation, in due form of law to be made, sealed, and delivered to each and every of us, and to each and every of our use and uses, by the appointment of us and each of us. PROVIDED ALWAYS, that neither these presents nor any thing herein contained shall bind us, or any or either of us, who have hereunto subscribed our names and put our seals, unless all and every of the creditors aforesaid shall have sealed and executed the same on or before the day of next ensuing. IN WITNESS, &c.

POWERS AND PROVISOS.

A POWER is an authority which one man gives another; but in this place is considered as a reservation which a person provides for himself, in a conveyance to do certain acts, as to make leases, raise portions, and the like.

A proviso, is a condition inserted in a deed, on the performance of which the validity of the deed depends; or it is sometimes only a covenant *secundum subjectam*.
—2 Rep. 70.

Of Revocation and Limitation of new Uses (1).

PROVIDED ALWAYS, and it is the true intent and meaning of these presents, and of all the said parties hereto, that (notwithstanding any of the uses, estates, or limitations aforesaid) it shall and may be lawful to and for the said C. B. and E. B., from time to time, and at all times during their joint lives, by any deed or deeds, writing or writings, to be by them jointly sealed and delivered, in the presence of, and attested by two or more credible witnesses, to revoke, determine, and make void, all and every, or any of the trusts, powers, provisos, declarations, and agreements hereinbefore declared and contained, of and concerning all or any part of the said sums of £. and £., or either of them, and the stocks, funds, and securities, upon which the said sums, or either of them, or any part respectively, are, is, or shall be invested or laid out, and the interest, dividends, and annual produce thereof; and by the same deed or deeds, writing or writings, or by any other deed or deeds, writing or writings, to be by them also jointly sealed and delivered in the presence of, and attested by the like number of witnesses, to declare, limit, or appoint any new or other trust or trusts, right or rights, interest or interests, powers and provisos, of and concerning the said sums of £. and £., or either of them, and the stocks, funds, or securities, in or upon which the said sums, or either of them, or any part thereof respectively, are, is, or shall be invested or laid out, and the interest, dividends, and annual produce thereof, or any part thereof, whereof or concerning which such revocation or alteration shall be so made, with or without power of revocation, or of making a new appointment or otherwise, as they shall think fit.

(1) The following are extracts from various family settlements and wills, which have undergone the inspection of an eminent conveyancer.

Power of Jointuring under a Will.

AND ALSO, that it shall and may be lawful to and for my said nephews, J. L. and H. L., as when and during such time as they shall respectively be and remain entitled in possession to the said hereditaments and premises, or to receive and take the rents and profits thereof, by virtue of this my will, (but subject and without prejudice to, &c.), by any deed or deeds, writing or writings, to be by them respectively sealed and delivered in the presence of, and attested by two or more credible witnesses, or by their respective last wills and testaments,

to be by them respectively signed and published in the presence of three or more such witnesses, to grant, limit, or appoint, any annual sum or yearly rent charge, to be issuing and payable out of all or any of the aforesaid messuages, &c., (other than except, &c.), unto or to the use of such woman or women, as they shall hereafter respectively marry, during the life of each such woman respectively, by even and equal half yearly or quarterly payments, tax free, for or in nature of a jointure or jointures, and in lieu and bar of her and their dower or dowers, and to give and grant such powers and remedies by distress and entry, for recovering such annual sum or yearly rent charge when in arrear, and the costs, charges, and expenses occasioned by the non-payment thereof, as are in like cases usual; and also by such deed or deeds, will or wills, as aforesaid, to grant and demise the same messuages, &c., to any trustee or trustees, for any term or number of years, IN TRUST, in the usual manner, for the securing the payment of such jointure or jointures, and the arrears thereof, and such grants, limitations, and appointments to be made, either before or after such marriage, but so that such annual sum or yearly rent charge do not exceed £. per annum, for and in respect of every £. which my said nephews shall respectively become entitled to, and actually have and receive, as and for the portion or fortune of each such woman respectively, and so in proportion for every greater or less sum than £., which my said nephews shall so respectively become entitled to, and actually have and receive as aforesaid, and so that such annual sum or yearly rent charge exceed not in the whole the sum of £. a year, tax free.

Power of Appointment by Feme Covert.

UPON TRUST, to convey, settle, assign, transfer, and assure, or charge the same, and for the use and benefit of such person and persons, and for such estate and estates, either absolutely or conditionally, and with or without power of revocation, and in such sort, manner, and form, and subject to such powers, provisos, conditions, and agreements as the said by herself alone, and whether sole or covert, shall from time to time, by any deed or deeds, writing or writings, to be by her signed, sealed, and delivered, in the presence of two or more credible witnesses, or by her last will in writing, or any writing purporting to be her last will and testament, (which last will and testament she shall have power to make as to her shall seem meet), to be by her signed and published in the presence of three or more credible

POWERS AND PROVISOS.

witnesses, direct, limit, or appoint. AND it is hereby declared, that the said A. B. and C. D., their heirs, executors, and administrators respectively, shall stand seised and possessed of the said freehold premises, hereby granted and released, and of the said bonds, obligations, and other the said personal estate, whereof such limitation or appointment shall be made, IN TRUST, for such person or persons, their heirs, executors, and administrators respectively, for such estate and estates, and in such manner, condition, and quality, as shall be so limited and appointed, and for no other use, intent, or purpose whatsoever.

Proviso to exonerate Lands, &c., from an Annuity, and to substitute others.

PROVIDED LASTLY, and it is hereby also mutually declared and agreed by and between the said H. E., of D., and C. E., of E., in the manner following; (that is to say), that in case the said C. E., of E., his heirs or assigns, shall at any time hereafter be minded and desirous to exonerate and discharge the said manors, messuages, lands, tenements, hereditaments, and premises mentioned to be hereby released from the payment of the said annual sum or yearly rent charge of £., and to settle and substitute in the whole, or in part, other lands, tenements, or hereditaments, of equal or greater value, as a fund or security for the due payment of the said annual sum or yearly rent charge of £., in lieu thereof, then and in such case, if the said C. E., of E., his heirs or assigns, shall give, or cause to be given to the said H. E., of D., or his assigns, six months' notice in writing, of such his mind or desire, and shall at the same time deliver, or cause to be delivered to the said H. E., of D., or his assigns, a true and exact rental or particular of the lands, tenements, and hereditaments which he the said C. E., of E., his heirs and assigns, shall be minded and desirous to settle and substitute, in the whole or in part, in lieu of the hereditaments and premises hereby released, for securing the said annuity of £., and the future payment thereof, and shall then deliver, or cause to be delivered to the said H. E., of D., and his assigns, an abstract of the title deeds, evidences, and writings, manifesting the title of the said C. E. of E., his heirs and assigns, to the fee simple and inheritance of the said lands and hereditaments specified in the said particular, and do make it appear by all reasonable means, to the counsel of the said H. E., of D., or otherwise, that he the said C. E., of E., his heirs or assigns, is or are well entitled thereto,

and have or hath full power to settle, assure, charge and convey the same premises, for the purposes intended ; then and in that case, it shall and may be lawful to and for the said C. E., of E., his heirs and assigns, at any time during the natural life of the said H. E., of D., by any deed or instrument in writing, sealed and delivered by the said C. E., of E., his heirs and assigns, in the presence of, and attested by two or more credible witnesses, to revoke, annul, determine, and make void the several uses hereinbefore limited, expressed, and declared, of and concerning the said manors, lands, and hereditaments before-mentioned, to be hereby granted and released, or intended so to be, so as he the said C. E., of E., his heirs or assigns, do or shall, at the same time, or immediately before the sealing and delivery of such deed or instrument in writing, whereby the said uses in these presents declared shall be so revoked, annulled, determined, and made void, as aforesaid, by good and sufficient conveyances and assurances in the law, effectually convey, settle, and assure the lands, tenements, or hereditaments which shall be specified in the said particulars, and the fee simple and inheritance thereof in possession, free from incumbrances, or such other lands and hereditaments as shall be accepted and agreed on by and between the said H. E., of D., and his assigns, on the one part, and the said C. E., of E., his heirs and assigns, of the other part, to the several uses, and for the several intents and purposes, and under the provisos and agreements in and by these presents before declared, of and concerning the manors, lands, hereditaments, and premises mentioned to be hereby released, so and in such manner as that the said hereditaments and premises which shall be mentioned and specified in such new conveyance, settlement, and assurance, be effectually charged and made chargeable with the due payment of the said annual sum or yearly rent charge of

£. , and the future payment thereof to the said H. E., of D., and his assigns, and that he and they may have and enjoy the same powers and remedies by distress and entry for the recovery thereof, and that a like term of years may be limited to and to the use of the said and or the survivor of them, his executors, administrators, &c. IN TRUST, for the further securing the said annual sum or yearly rent charge of £. , in the same manner, to all intents and purposes, as is provided and declared concerning the said annual sum or yearly rent charge hereby made payable, and concerning the said term of years hereby limited in the premises hereby released, or is mentioned or intended so to be. AND IT IS hereby also agreed and declared, that from

and immediately after such revocation and new settlement, assurance and conveyance shall be made, and all arrears of the said annual sum or yearly rent charge then incurred being first discharged, all and every the manors, lands, tenements, hereditaments, and premises hereby granted and released, or intended so to be, shall from thenceforth for ever thereafter be freed, exonerated, acquitted, and discharged, of and from all and every the uses, trusts, estates, charges, powers, provisos, limitations, and agreements, in and by these presents limited, expressed, and declared, of and concerning the same premises, every or any part and parcel thereof, and then and in that case the same hereditaments and premises shall be and remain, and this present grant and release, as to the same hereditaments and premises, shall be and enure to the only use and behoof of the said C. E., of E., his heirs and assigns, for ever, and to no other use whatsoever.

In a Purchase Deed of Freehold and Copyhold Premises, to avoid Forfeiture of the Copyhold (1).

PROVIDED ALWAYS, and it is hereby expressly declared, that these presents shall not, nor shall the grant, bargain, and sale hereinbefore made, be construed, or deemed to comprise, include, or extend to pass or convey any copyhold or customary lands, tenements, or hereditaments whatsoever, in case any such are or shall happen to be mentioned, described, or contained in the grant, bargain, and sale of freehold lands, tenements, or hereditaments made or intended to be made by these presents; but that on the contrary, all such copyhold or customary lands and hereditaments as are last hereinbefore mentioned (if any such there are) shall be deemed to be comprised in, and to be equitably bound by, the covenant hereinbefore contained for surrendering the copyhold or customary premises hereinbefore particularly mentioned and described. To the end and intent that no forfeiture may be committed of any copyhold or customary lands, tenements, or hereditaments, by the execution of these presents.

(1) This proviso is to be inserted in the deed, when the premises are so blended together, that it is difficult to discriminate minutely the copyhold from the freehold, in order to avoid a forfeiture of the copyhold by the mode of conveyance.

For Indemnification of Purchaser under Trustees.

AND IT IS hereby further agreed and declared by and between all and every the said parties to these presents, that the receipt and receipts of the said J. R.,

&c., or the survivor or survivors of them, or the heirs, executors, or administrators of such survivor, shall from time to time be a good and sufficient discharge, and good and sufficient discharges to the purchaser or purchasers of the said several premises so to be sold as aforesaid, or of any of them, or of any part or parts thereof, and to the person or persons paying or delivering their purchase money for the said premises, and every part thereof, and to his, her, and their respective heirs, executors, administrators, and assigns, for so much of the said purchase and other money or effects as shall be therein acknowledged and expressed to be received.

Proviso to make void Limitations in a Will, where Persons dispute the Validity thereof.

PROVIDED ALWAYS, and I do hereby declare my will to be, that if any person or persons, to whom any estate or interest is given or limited by this my will, shall in any court of law or equity, or otherwise, controvert the same, or dispute or call in question the validity thereof, or of any of the estates, limitations, powers, provisos, or dispositions hereby limited, or given, or made, or herein contained, then and in such case the estate or estates, interest or interests, limitation or limitations, powers, provisos, and dispositions so hereby limited, given, or made to or in favour of such person or persons so controverting my said will, or disputing or calling in question the validity thereof as aforesaid, shall cease, determine, and be utterly void, to all intents, constructions and purposes whatsoever, as if such person or persons was or were naturally dead. And then and from thenceforth such estate or estates, interest or interests, limitations, powers, provisos, and dispositions shall go and belong to, and be vested in the person or persons who, by virtue of this my will, shall be next in remainder after the person or persons so controverting or disputing as aforesaid. PROVIDED he, she, or they shall not controvert or dispute the validity of this my will, or any of the devises, limitations, powers, provisos, or dispositions herein contained, or hereby made.

Proviso in a Settlement, declaring that on settling Lands, &c., Trusts of Money in the Funds shall cease.

PROVIDED, &c., that if the said W. L. shall, in his lifetime, to the satisfaction of the said F. A., and of the said G. L. and R. H., or of the survivor of them, his executors, administrators, or assigns, testified by some

writing signed by them or him, with their or his own hand or hands, absolutely and effectually secure to the said F. A. and her assigns, from the time of the decease of the said W. L., the payment of the annual sum of £., for her jointure, to be paid on the feasts of, &c. Then and in such case the said G. L. and R. H., and the survivor of them, his executors, administrators, or assigns, shall and will transfer to the said W. L., his executors, administrators, or assigns, the said consolidated bank annuities, any thing in this indenture contained to the contrary notwithstanding.

—◆—

Proviso, or Limitation to such Children as Father and Mother or Survivor shall appoint.

TO THE USE of all and every, or such one or more of the child or children of the body of the said on the body of the said his intended wife to be begotten, in such shares and proportions, (if more than one), and for such estate and estates, and with and under such restrictions, limitations, and remainders over, to or for the benefit of such other of them, and in such manner and form, and charged or chargeable with any sum or sums of money, either annual or in gross, for the benefit of any or either of such child or children, such sum and sums of money to be payable to a son or sons at the age of twenty-one years, and to a daughter or daughters at the age of twenty-one years, or day or days of marriage, as they the said and his intended wife shall, during their joint lives, from time to time, by any deed or deeds, writing or writings, either with or without power of revocation, to be by them respectively signed, sealed, and delivered, in the presence of two or more credible witnesses, jointly direct, limit, or appoint; and in default of such joint direction as aforesaid, or in case any such shall be, when and so soon as the estates or interests thereby limited shall respectively end and determine; and as to such part and parts of the said premises whereof no such directions as aforesaid shall be made, then as the survivor of them the said and his intended wife shall from time to time, by any deed or deeds, writing or writings, either with or without power of revocation, to be signed, sealed, and delivered, in the presence of two or more credible witnesses, or by his or her last will and testament in writing, to be signed, sealed, published, and declared, in the presence of three or more credible witnesses, direct, limit, or appoint; and in default of any such direction, limitation, or appointment,

or until such estate or estates, so to be limited as aforesaid, shall respectively commence and take effect. And as such estate and estates so to be limited, &c., shall respectively end and determine, and as to such part or parts of the premises whereof no such direction, limitation, or appointment shall be made, TO THE USE OF, &c.

To such Uses as intended Husband shall appoint.

TO THE USE OF such person or persons, and for such estate and estates, uses, ends, intents, and purposes as he, the said L. S., shall from time to time, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, to be signed, sealed, and published by him in the presence of, and attested by three or more such witnesses, direct, limit, or appoint, and in default of such direction, limitation, or appointment, TO THE USE, &c.

Proviso in a Mortgage of a Lease for Lives, in case of the Death of any of the Lives, to give the Mortgagee liberty to renew, and add the Fine to the Mortgage Money.

PROVIDED ALWAYS, and it is hereby likewise agreed and declared by and between the said A. B. and C. D., that if any of the lives of the hereinbefore in part recited indentures of lease, or either of them, or in any future lease or leases, to be made and granted as hereinbefore mentioned, shall happen to die during such time as the said sum of £., and interest for the same, or any part thereof, shall remain to be due and owing to the said C. D., his executors, administrators, and assigns, then and in such case, and from time to time, as often as it shall so happen, it shall and may be lawful to and for the said C. D., his heirs and assigns, to surrender the then subsisting lease wherein any of the lives shall so die, and all his and their estate and interest in the premises therein comprised, to the lord bishop of B. for the time being. AND ALSO to and for the said C. D., his executors, administrators, and assigns, to pay all the arrears of rent which shall be then due to the said lord bishop of B. by virtue of such lease or leases, and procure and obtain a new lease or new leases to be made and granted to him the said C. D., his heirs or assigns, of the premises comprised in the lease or

Such new lease to stand as a security, as the former had done.

leases which shall be so surrendered as aforesaid, for the lives of the then surviving *cestui que vies* in such lease or leases, and of some other person or persons, in such manner as hath been used and accustomed by the said lord bishop of B. for the time being, and to pay the fines, fees, and expenses for, in, and about, or relating to the obtaining, making, and granting such new lease or leases as aforesaid. AND it is hereby further declared and agreed by and between the said A. B. and the said C. D., and the true intent and meaning of them and of these presents is, that the premises comprised in every such new lease shall stand and be charged and chargeable with, and remain and be a security to the said C. D., his executors, administrators, or assigns, for all the sums of money which he or they shall pay for such arrears of rent, fines, fees, and expenses as aforesaid, and interest for the said sums of money from the time of payment thereof respectively, at the rate of £ . for each 100 £ . for a year, as well as the said sum of £ ., and the interest which shall be then due, or thereafter accrue and become due for the same, to the said C. D., his executors, administrators, or assigns. AND the premises comprised in any such new lease or leases shall not be redeemed or redeemable by the said A. B., his executors or administrators, but upon payment to the said C. D., his executors, administrators, or assigns, as well of such sums of money as shall be so paid by him or them as aforesaid, and interest for the same sum of money at the rate of £ . for each 100 £ . for a year, and of the said sum of £ ., and the interest which shall be then due, and which shall hereafter accrue and become due to him or them for the same. IN WITNESS, &c.

A Proviso inserted in a Deed by Trustees, &c., where Tithes are conveyed, to explain the operation of the word Grant.

PROVIDED ALWAYS, and it is hereby agreed, that the word "*grant*" used in the conveyance of the tithes, tenths, hereditaments, and premises, mentioned, and intended to be hereby granted and released, shall not operate, or be deemed, construed or taken to operate, as a covenant or warranty, express or implied, on the part of the said A. B. and C. D., or either of them, their, or either of their heirs, executors, or administrators, no further or otherwise than to pass and convey such estate and interest as they the said A. B. and C. D., or either of them, have or hath lawfully therein.

RECITALS.

RECITAL, (*recitatio*), is the setting forth, or making mention in a deed or writing, of something which has been done before.—2 Lill. Abr. 416.

WHEREAS, the said A. B. is seised of or entitled to the inheritance in fee-simple in possession, free from incumbrances, of and in the messuage and hereditaments hereinafter described and intended to be hereby granted and released, or otherwise assured. Recital of being seised of lands in fee-simple.

WHEREAS the said A. B. is seised to him and his heirs in fee-simple, (subject to the initiate title to dower of the said S. his wife), of, in, and to the manor, messuages, lands, and hereditaments hereinafter described, and also granted and released, or otherwise assured or intended so to be. Seised in fee, subject to dower.

WHEREAS, under and by virtue of a certain indenture of three parts bearing date, &c., and made or expressed to be made between, &c.; and a fine "*sur couuzance de droit come ceo*," &c., duly levied in his majesty's court of Common Pleas in Hilary term, in the, &c., or following, [as the case may be], pursuant to a covenant in that behalf in the said indenture of release contained, wherein the said A. B. is plaintiff, and C. D., and M. his wife, are deforcients, the said A. B. became entitled to an absolute estate of inheritance in fee-simple, of and in the said capital messuage, &c. Entitled to lands in fee-simple, by virtue of a deed and fine.

WHEREAS the said A. B. lately departed this life intestate, leaving the said C. D., his only daughter and heir at law, and on his decease, the messuages, or tenements, farm, lands, and hereditaments, hereinafter mentioned, and intended to be hereby granted and released, the same being the estate and inheritance of the said A. B. descended, and came to her the said C. D. Seised of lands as only daughter and heiress at law.

WHEREAS, under and by virtue of the last will and testament of, &c., bearing date on or about, &c., the said A. B. is seised to him and his heirs of an estate of inheritance in fee-simple in possession, free from incumbrances of and in all, &c. Seised of lands in fee-simple, by virtue of a will.

WHEREAS, under and by virtue of certain indentures of lease and release, dated respectively on or about, &c., the release being made between, &c., the said A. B. is entitled to an absolute estate of inheritance in fee-simple in possession, of and in one undivided moiety or half part of and in the, &c., hereinafter described, and intended to be hereby released and conveyed, or otherwise assured, and the said C. D. is entitled to an absolute estate of inheritance in fee-simple in possession of and in, [as before]. Entitled to lands in undivided moieties.

Seised of
lands in tail
under a set-
tlement.

WHEREAS, under and by virtue of certain indentures of lease and release, bearing date respectively on or about the and days of, &c., and made between, &c., being the settlement made in contemplation of the marriage then intended, and which was afterwards duly had and solemnized between them the said. &c., (1) the said A. B. is seised to him and his heirs, of an estate in fee tail in possession, of the messuages, &c., mentioned and intended to be ~~hereby~~ granted, released, and conveyed, or otherwise assured, with their rights, members, and appurtenances.

(1) If under a will, say "under and by virtue of the last will and testament of A. B., late of, &c., deceased, dated on or about, &c., and duly proved in the Prerogative Court of, &c., the said A. B. is seised, &c.

Possessed of
lands for a
term.

WHEREAS, the said A. B. and C. D., by virtue of an indenture of lease, bearing date on or about, &c., and made between, &c., the said A. B. is possessed of, interested in, or well and sufficiently entitled unto the messuage, &c. for and during the rest, residue, and remainder, of a term of 99 years, therein to come and unexpired, granted by the said C. D. to the said A. B., her executors, administrators, and assigns, subject, &c.

Possessed of
lands for a
term as
tenants in
common,

WHEREAS, under and by virtue of an indenture of lease, dated on or about, &c., and made between, &c., the said A. B. and C. D., do hold and enjoy the messuage or tenement hereinafter described, together with divers other messuages, lands, and hereditaments, the said A. B. and C. D., for the residue and remainder of a term of ninety-nine years as tenants in common, at, under, and subject to the yearly rent of £., payable as therein mentioned, and to the covenants and agreements in the said indenture of lease mentioned and contained, on the part and behalf of the said A. B. and C. D., to be by them respectively performed and kept.

Possessed
by virtue of
an assign-
ment.

WHEREAS, the said A. B., by virtue of an indenture of assignment, bearing date on or about, &c. and made between, &c., is possessed, interested in, or intitled unto the messuage, &c., for the residue of a certain term of sixty years therein, and which same premises were originally demised by an indenture of lease, dated, &c., and made between, &c., for the said term of 60 years, (or, *and which same hereditaments were originally demised for the said term of 60 years, by an indenture, dated on or about, &c., and made between, &c., and which by divers mesne assignments and other acts in the law, and eventually by the said indenture of, &c., became vested in the said C. D. for the residue of the same term, and by whom the same was assigned to the said A. B., his executors, administrators, and assigns, as*

therein mentioned, [as the case may be], subject to the rents, covenants, and agreements, on the tenant, lessee, or assignee's part, to be paid, observed, and performed in respect of the same premises.

WHEREAS, upon an account this day stated between the said A. B. and C. D., the said A. B. is, and stands justly and truly indebted unto the said C. D., upon the balance of the same account, in the sum of £., which the said A. B. doth hereby acknowledge.

Recital of being indebted upon an account stated.

WHEREAS, the said A. B. is seised, possessed of, or entitled to the freehold and leasehold messuages or dwelling-house, and hereditaments hereinafter mentioned, and intended to be hereby released and assigned by him the said A. B.

Seised of freehold and leasehold.

WHEREAS, the said A. B. is, and standeth justly and truly indebted unto the said C. D., in the sum of £., for principal and interest upon a bond or obligation, bearing date the day 18 made and entered into by the said A. B. to the said C. D., in the penal sum of £., conditioned for the payment of £. and interest, at a certain time now past.

Indebted by bond.

WHEREAS the said A. B. now is, and stands justly and truly indebted to the several persons whose names are hereunto subscribed, and seals set and affixed, in the several sums of money set opposite to their respective names in the schedule hereunder written. And the said A. B., by reason of divers losses and other unforeseen occurrences, having become incapable to satisfy and pay to his said creditors, the full amount of their several debts and demands against him, hath applied to and requested them to accept and take an assignment of all his the said A. B.'s real and personal estate, of what nature or kind soever the same may consist of, in full satisfaction and discharge of each and every their respective debts and demands now due to each of them, from him the said C. B., at the time of the execution of these presents; which they the said several creditors have consented and agreed to do, upon having the same conveyed to the said [trustees], upon the trusts, intents, and purposes hereinafter mentioned, expressed, and declared of and concerning the same.

Recital of being indebted to creditors, and being unable to pay debts, and agreement to assign same in trust for benefit of creditors.

WHEREAS, by a certain bond or obligation, bearing date on or about, &c., A. B., of, &c., is become bound to C. D., of, &c., in the sum of £., with a condition thereunder written, for making void the same upon payment by the said A. B., his heirs, executors, or administrators, of the sum of £. and interest, as therein mentioned.

Recital of a bond from one obligor to one obligee.

WHEREAS, by a certain bond or obligation, bearing even date herewith, the said A. B., C. D., and E. F.,

Recital of a bond which

was given
as a collate-
ral security
with a deed.

became jointly and severally bound to the said G. H. and I. K., in the penal sum of £., subject to a condition thereunder written, for making void the same upon payment by the said A. B., C. D., and E. F., or any or either of them, their or any or either of their respective heirs, executors, or administrators, unto the said A. B. and C. D., or either of them, their, or either of their respective executors, or administrators, of the sum of £. and interest as therein mentioned, on the days and times, and in manner specified in and by the said recited indenture, bearing even date herewith.

Recital of
bond as a
collateral
security
with a mort-
gage.

AND WHEREAS the said A. B., hath agreed to advance and lend to the said C. D., the sum of £. at interest, upon the bond or obligation of the said C. D., and upon mortgage or security on the hereditaments and premises hereinafter described, and intended to be hereby released; and in pursuance of the said agreement, the said C. D. hath executed and delivered to the said A. B., a bond or obligation, bearing even date with these presents, and is thereby bound to the said A. B., in the sum of £., with a condition thereunder written, for making void the same, on payment by the said C. D., his heirs, executors, administrators, and assigns, unto the said A. B., of the sum of £. with interest for the same, after the rate, at the days or times, and in manner in the condition written under the said bond or obligation, and hereinafter mentioned for the payment of the same respectively.

Recital of a
bond, where
another
joined as
surety.

WHEREAS, the above-named A. B., at the special instance and request of the above bounden C. D., and for the only proper debt of the said C. D., in and by one bond or obligation, bearing even date with the above-written obligation, is and standeth jointly and severally bound together with the said C. D. unto the said E. F., in the penal sum of £., with a condition thereunder written, for payment of the sum of £. with interest for the same, on the day and time, and in manner limited and appointed in the condition of the said recited bond or obligation, and according to the true intent and meaning thereof.

Recital of
bond from
masters,
wardens,
and society,
&c

WHEREAS, the above-named master, and wardens, and society, by their bond or obligation under the common seal, bearing date the day of &c., became bound to the above-named C. D. in the penal sum of £., conditioned for the payment of the sum of £. unto the executors, administrators, or assigns of A. B., at the end of months next after the decease of the said A. B., with such profit of the same as the last general audit for the stock raised by and among the members of the said society, for the making and preparing

should appear to be due to him, and unpaid, as in and by the said bond will more fully appear.

WHEREAS, by a bond or obligation in writing, dated on or about &c., the said A. B. is, together with the said C. D., become bound to E. F., esq., sheriff of the county of in the penal sum of £., conditioned for the appearance of the said C. D., before, &c., at Westminster, on, &c., to answer G. H. in a plea, &c., as in and by the said recital obligation, and condition thereof may more fully appear. Recital of bail bond.

WHEREAS, the said A. B. and C. D. being in want of a supply of money, and the said E. F. being possessed of a sum of, or share in the 3 per cent. consolidated bank annuities, hath agreed, at the request of the said A. B. and C. D., and also the said C. W. and J. K., as their sureties, engaging and securing by their bond to transfer to her the same or the like sum in the said stock or fund, at the end of twelve calendar months, and in the mean time to pay her such sum or sums of money as the dividends of such stock would have amounted to if the same had not been sold out; and in pursuance of the same agreement, the sum of £. 3 per cent. consolidated bank annuities, part of the said stock of the said E. F., was sold out on the day of inst., and the sum of £. sterling produced thereby, after deducting commission, was paid over to the said A. B. and C. D. AND WHEREAS, the said A. B. and C. D., G. H. and I. K., by their bond or obligation in writing, dated the day of &c., (being previous to the actual sale of the said stock), are become bound to the said E. F. in the sum of £. sterling, with a condition thereunder written, for making void the same, if the said A. B., C. D., G. H., and I. K., or any of them, should on or before the day of purchase and transfer forth the sum of £. consolidated bank annuities, to or in the name of the said E. F., and should in the mean time pay to her such and the same sum or sums of money as the dividends of the said sum of £., 3 per cent. consolidated bank annuities would amount unto and yield to her, if the same were not sold out as aforesaid, but remain in her name, on or at such and the same several days or times as the same dividends would in that case be payable. Recital of agreement for loan of money, and bond for replacing stock given as a collateral security with a deed.

WHEREAS, the said H. R., some time since, advanced and lent to the said J. D. H. the sum of £., of lawful money of Great Britain, which he the said J. D. H. doth hereby admit and acknowledge, and the said J. D. H., in consideration of the said sum of £. so as aforesaid, advanced to him by the said Recital or preamble of an annuity bond.

H. R., agreed to grant to the said H. R. one annuity or yearly sum of £., to be paid to her during the term of her natural life, at the time and in manner thereafter mentioned, the said

Annuity
bond.

AND WHEREAS, by a certain bond or obligation, bearing date, &c., the said J. D. H. is become bound to the said H. R. in the penal sum of £., with a condition thereunto written for making void the same, upon payment by the said J. D. H., his heirs, executors, or administrators, unto the said H. R., or her assigns, of one annuity or clear yearly sum of £., by even and equal quarterly payments, in each and every year, as therein mentioned, during the natural life of the said H. R., without any deduction or abatement whatsoever, and upon payment by the said J. D. H., his heirs, executors, or administrators, within twenty-one days after the decease of the executors or administrators of the said H. R., a proportional part of the said annuity of £. for the time which at the decease of the said H. R. shall have elapsed of the quarterly payment thereof, then growing due, without deduction or abatement whatsoever.

Recital, or
preamble in
a bond of
indemnity
against leg-
acies, &c.,
interest and
annuity, be-
queathed
by a will
given upon
the purchase
of an estate
subject to
the payment
of same.

WHILIAS, J. M., late of, &c., by his last will and testament, bearing date on or about, &c., gave and bequeathed to his son T. M. £., and to his daughter M. M. £., to be paid to them respectively, within twelve calendar months from the said testator's death, with interest for the same, in manner therein mentioned, and to H. M., then and now an infant daughter of his son R. M., £., and to J. M., also then and now an infant son of the said R. M., £., to be paid to them respectively when they should respectively attain their ages of twenty-one years, with interest for the same in the mean time, as therein mentioned; and the said testator did thereby declare, that in case his brother Thomas, who is now living, should happen to survive Mrs. H., (who is lately dead), then he gave to him an annuity of £. per annum, to be payable during his life, in manner therein mentioned. And the said testator, by his said will, charged all the said legacies and annuities upon the hereditaments thereafter devised, to his son J. M. in fee. AND WHEREAS, the said J. M. departed this life without having revoked or altered the same, and appointed, &c., executors of his said will, who have duly proved the same in the proper ecclesiastical court. AND WHEREAS, the said executors have duly paid to the said T. M. and M. M. the several sums of £. and £., so respectively bequeathed to them as aforesaid, together with all interest which had accrued due thereon, as appears by a certain receipt signed by the

said T. M. and M. M. respectively, bearing date, &c. AND WHEREAS, the said E. F. contracted with the said J. M. for the purchase of all that messuage, &c. [full description]. AND WHEREAS, the same messuage, &c., have been duly conveyed to the said E. F., his heirs and assigns, in and by certain indenture of lease and release, bearing date respectively, the lease the day next before, and the release even date herewith, and the release made between, &c. AND WHEREAS, upon the treaty for such purpose, it was stipulated and agreed by and between the said J. M. and E. F., that the said J. M. should enter into a bond of indemnity to the said E. F. against the said two legacies of £ and £, and the said annuity of £ so given and bequeathed by the said will as aforesaid, in manner hereinafter mentioned.

AND WHEREAS, by a certain bond or obligation, bearing date, &c., the said J. M. is become bound to the said E. F. in the penal sum of £, with a condition thereunder written, for making the same void, on payment by the said J. M., his heirs, executors, and administrators, to the said H. M., and J. M., the son of the said R. M., when they should respectively attain their respective ages of twenty-one years, of the said legacies or sums of £ and £, and interest, according to the direction of the said will, and at the costs and charges of him the said J. M., his heirs and assigns, and on producing and shewing to the said E. F., his heirs and assigns, good and effectual receipts and discharges for such legacies, duly signed by the said R. M., and J. M., the son of the said R. M., after they should have attained their respective ages of twenty-one years, and upon giving at the like costs and charges to the said E. F., his heirs or assigns, true and attested copies of such receipts and discharges, if he or they should request the same, and upon paying to the said T. M., the said testator's brother, the said annuity of £, his and when the same should from time to time become due and payable, and upon the said J. M., from time to time, and at all times thereafter, saving, defending, keeping harmless, and indemnified, the said E. F., his heirs and assigns, and their lands, tenements, goods, and chattels, particularly the said messuages and hereditaments so contracted to be purchased by the said E. F. as aforesaid, of, from, and against the said two legacies of £ and £, and all interest which had accrued or might accrue due thereon, and against the said annuity of £, so bequeathed as aforesaid, and all costs, charges, and expenses which he or they shall or may sustain, expend, or be put unto, for or in respect

Recital of
the bond of
indemnity

of such legacies of *l.* and *l.* and interest, and of such annuity, or of any or either of them, or in relation thereunto.

Recital of a bond for payment of money, on death or marriage. WHEREAS, by virtue of a bond or obligation, bearing date on or about, &c., the said A. B. is become bound to the said C. D. in the penal sum of *l.*, with a condition thereunder written, for making void the same, upon payment by the said A. B., his heirs, executors, or administrators, to the said C. D., his executors or administrators, of the sum of *l.*, within three months next after the solemnization of the marriage of the said A. B. with any other woman than the said C. D.; and upon the said A. B. paying to the said C. D., her executors or administrators, within three months next after the death of the said A. B., which event should first happen after the date of the obligation therein-before written.

Recital of a mortgage bond. WHEREAS, by a certain bond or obligation, dated on or about, &c., the said A. B. is become bound to the said C. D. in the full sum of *l.*, but subject to a condition thereunder written, for defeating or making void the same upon payment, by the said A. B., his heirs, executors, or administrators, to the said C. D., of the full sum of *l.*, on, &c., then next, without any deduction or abatement whatsoever, according to the purport, true intent, and meaning, of certain indentures of lease and release, bearing date respectively, the lease the day next before the day of the date of the release, and the release even date herewith, and made between, &c.

Recital of a bond for performing covenant. WHEREAS, A. B., of, &c., in and by one bond or writing obligatory, under his hand and seal, bearing date, &c., became, and now stands bound to the said C. D., in the penal sum of *l.*, subject to a condition thereunder written for defeating the same, upon the said A. B. well and truly observing, performing, fulfilling, and keeping all and every the covenants, clauses, articles, and agreements, specified and contained in a certain indenture of release, bearing even date therewith, and made, or expressed to be made, between, &c., and which, on the part and behalf of the said A. B., his heirs, executors, and administrators, were and ought to be observed, performed, fulfilled, and kept, according to the true intent and meaning of the same indenture, in the said recited condition mentioned, as in and by the said recited bond or obligation, and the condition thereof, on reference being thereunto had, will more fully and at large appear.

Recital of a bond for WHEREAS, by a certain bond or obligation, in writing, bearing date, &c., the said A. B. is become bound to

the said C. D. in the penal sum of *l.* subject to a condition thereunder written, for making void the same, on payment, by the said A. B., to the said C. D., of the sum of *l.*, with interest for the same, after the rate of, &c., in and upon the day of next ensuing the date thereof, to be applied and disposed of, to, for, and upon the trusts, ends, intents, and purposes, as in and by certain articles of agreement, bearing date, &c., then last past, and made between, &c., is mentioned, expressed, declared, and contained for such purpose.

applying money to the uses in marriage articles.

WHEREAS, by a certain warrant of attorney, bearing date, &c., under the hand and seal of the said A. B., he the said A. B., did desire, authorize, and empower certain attornies therein named, to appear, and receive a declaration for him, the said A. B., in an action of debt, for the sum of *l.*, at the suit of the said C. D., and thereupon to confess the same action, or else to suffer judgment as therein mentioned, which said warrant of attorney was given for securing the said sum of *l.*

Recital of a warrant of attorney.

WHEREAS the said A. B. hath, by a warrant of attorney, under his hand and seal, bearing also even date with these presents, authorized certain attornies of his majesty's court of at *Westminster*, or either of them, or any other attorney of the same court, to appear for him, as of term last, term next, or any other subsequent term, and receive a declaration in an action of debt on the above bond, to confess the same action, or otherwise to suffer judgment thereon, by default, to pass against him, to be entered on record for the said debt, with costs of suit, as by the said recited bond and warrant of attorney, reference, &c.

Recital of a warrant of attorney, given with a bond.

AND WHEREAS, for the more effectually securing the payment of the said sum of *l.* on the event only, and upon the contingency, of the said A. B. surviving his said brother, he the said, A. B. hath executed a warrant of attorney, bearing equal date herewith, and executed before these presents, for confessing a judgment unto the said C. D., his executors, administrators, and assigns, in the court of King's Bench, at *Westminster*, in the sum of *l.* debt, upon the said bond, besides costs of suit, and it hath been agreed that the said judgment shall be forthwith entered up against the said A. B., in the said court of King's Bench.

Recital of a warrant of attorney, given with a post obit bond as a collateral security.

WHEREAS, by a certain recognizance, in the nature of a statute staple, bearing date, &c., duly taken and acknowledged before Sir *knt.*, chief justice of his majesty's court of Common Pleas, at *Westminster*, the said A. B. and C. D. are and stand bound unto E. F.,

Recital of a statute staple.

of citizen and merchant tailor, of *London*, in the sum of *l.*

Recital of
a statute
merchant.

WHEREAS, in and by one recognizance or obligation, bearing date, &c., being in or as of the nature of a statute merchant, taken and acknowledged at the town of, &c., before C. D., esq., mayor of the same town, and before E. F., esq., the clerk assigned for the purpose of taking recognizances for debts within the said town and borough of, &c., according to the usual form of statute merchant, the said A. B. became bound unto the said G. H., in the sum of *l.*, payable at the time and in manner therein mentioned, expressed, and contained.

Another
form.

WHEREAS, in and by a statute merchant, dated, &c., and acknowledged before C. D., esq., mayor of the city of, &c., and being the keeper of the greater part of the seal of the statutes merchant within the same city, and E. F., gent., the clerk there, and keeper of the lesser part of the statutes merchant there appointed, is become bound unto the said L. M., in the sum of *l.*, payable on, &c., as in and by the said statute merchant, or referring to the same, it will more fully and at large appear.

Recital of a
judgment.

WHEREAS, in or as of Hilary term in the year of the reign of our sovereign lord king George the fourth, &c., the said A. B. obtained and recovered a judgment against the said C. D., for *l.* debt, [or for damages] and costs of suit.

Recital of
being in-
debted upon
a judgment.

WHEREAS, the said A. B. is and stands indebted unto the said C. D., in the sum of *l.*, for damages and costs of suit in a judgment obtained in his majesty's court of King's Bench, at *Westminster*, on or about the day of 18 against the said A. B., which he the said A. B. doth hereby confess and acknowledge.

Recital of
several
judgments.

WHEREAS, the said A. B., deceased, in his life-time obtained two several judgments in his majesty's court of King's Bench, at *Westminster*, in or as of Michaelmas term, in the year, &c., against C. D., gent.; (that is to say), one of such judgments was for the sum of *l.* upon and by virtue of a bond entered into by the said C. D. to the said A. B., in the penal sum of *l.*, besides costs of suit; and the other judgment for, &c., as by the records of the said court of King's Bench, on reference to the same, will more fully appear.

Recital of a
writ of *lev.*
f. to the
sheriff.

WHEREAS, by virtue of his majesty's writ of *levari facias*, directed to the said late sheriff, commanding him to cause to be levied of the goods and chattels of, &c., the sum of *l.*, which in the court of our said lord the king, at *Westminster*, was awarded to the said,

&c., for his damages which he had sustained, as well by virtue of not performing certain promises and undertakings made by the said, &c., to the said, &c., as for his costs and charges by her, about her suit, in that behalf expended, whereby the said, &c., was convicted, and to have that money, before our said lord the king, at *Westminster*, on *Saturday next after eight days* of the Purification, to render to the said, &c., for his damages, as by the said writ, relation being thereunto had will more fully appear.

AND WHEREAS, by virtue of and in pursuance of the said writ, the sheriff aforesaid caused a warrant to be issued to one or more of his bailiffs, directing him or them to levy the sum of £. besides costs of suit, of the goods and chattels of the said, &c. And the said bailiffs accordingly took possession of all and singular the household goods and effects in the first schedule hereunto annexed, to the entirety of which the said defendants, &c., were entitled; and they also took possession of the several other goods, chattels, stock, and effects mentioned and contained in the second schedule hereunto annexed, which last-mentioned goods and chattels the said defendants were entitled to one undivided sixth part, or share, or to some other undivided share or interest, and which last-mentioned stock and effects are in and about, &c., belonging to the said defendants and others, situate, &c.

Recital of sheriff issuing his warrant to bailiffs to levy, &c.

AND WHEREAS, the said effects mentioned in the first schedule, and the one-sixth part, or other the part or share of the said defendants in the said goods, chattels, stock, and effects, mentioned in the second schedule, have been duly appraised and valued by, &c., at the price or sum of £. and the said A. B. hath agreed to take to the same in part satisfaction of his said damages, and hath requested the said late sheriff to assign the same to him, which he hath consented to do, upon the said A. B. indemnifying the said sheriff from all damages, costs, charges, and expenses, to be occasioned by such assignment.

Recital of appraisement of goods levied, and of defendant requesting sheriff to assign same to her, in part satisfaction of his damages.

WHEREAS, by virtue of his majesty's writ of extent on the said recognizance, directed to the sheriff of, &c., bearing date, &c., commanding him to inquire into and ascertain the value of all the lands and tenements in his bailwick, whereof the said C. D. was, &c., at the time of entering into, and the values ascertain, and should cause the same to be delivered to the said A. B., at a reasonable price and extent, to hold to him the said A. B. and his assigns as his freehold, according to the form of the statute in that case made and provided, until his said debt, together with his damages and costs,

Recital of an extent and inquisition.

should be fully levied, as by relation to the said extent will more fully appear.

Inquisition. AND WHEREAS, by an inquisition, taken at, &c., on, &c., by virtue of his majesty's writ of extent, it was amongst other things found, that the said C. D. was seized in fee at the time of the entering into the said recognizance, and at the time of taking the said inquisition, of and in one messuage, &c. [*describe premises*], of the clear yearly value of *l.* above reprises, and also of, and in, &c., [*premises*], which said messuages, lands, and premises, the said sheriff, on the day of taking the said inquisition, caused to be delivered to the said A. B., under and by virtue of the said recited extent and inquisition, to hold the same unto the said A. B., as his freehold, according to the form of the statute in that case made and provided, until his said debt and damages, together with the costs and charges, should be fully levied, satisfied, and paid.

Recital of
an inden-
ture of ap-
prentice-
ship.

WHEREAS, by a certain indenture of apprenticeship, bearing date on or about the, &c., and made between A. B. son of C. B., of, &c., and the said C. B., of the one part; and D. F., of, &c., of the other part: it is witnessed, that the said A. B., by and with the consent and approbation of his father the said C. B. did put, place and bind himself apprentice to the said D. F., to be taught and instructed in the art, trade, or business of a saddler, which the said D. F. then used, and to serve the said D. F., after the manner of an apprentice, from thenceforth, for and during, and unto the full end and term of seven years, from thence next ensuing, and fully to be complete and ended, as in and by the said indenture of apprenticeship, reference being thereunto had, will more fully appear.

Another
form

WHEREAS, by virtue of an indenture of apprenticeship, dated, &c., the said A. B. became bound as an apprentice unto C. D., of, &c., brazier, to serve and dwell with him, from, &c., for the full end and term of seven years, and fully to be complete and ended.

Recital of a
policy of in-
surance
upon a life.

WHEREAS, by a policy of insurance or instrument in writing, bearing date on or about the *day* of *the* under the hands and seals of three of the directors of the *insurance* company, in consideration of the sum of *l.*, then paid by the said A. B. to the said *insurance* office, it was by the said policy witnessed and declared, that if the said A. B. should pay to the trustees of the said insurance office, the like sum or premium, on or before the *day* of *in* every subsequent year, the stock and funds of the said insurance company should be subject and liable to pay unto the said A. B., his executors, administrators, or assigns, within

three months after satisfactory proof of the demise of E. F., should have been duly certified, to the trustees of the said office, the sum of £, of lawful money of *Great Britain*, and the said policy is subject to the proviso and stipulations therein particularly expressed and contained.

WHEREAS, the life insurance company, by their instrument or policy of insurance, numbered _____ dated _____ &c., did assure unto me the said A. B., the sum of £ within three calendar months after the date, of E. F., of, &c., subject to the annual payment of £, as in and by the said instrument or policy of insurance, reference being thereunto had, will more fully appear.

Another form.

WHEREAS, my apprentice A. B., hath three years yet to come and unexpired of his apprenticeship from Lady-day last, as by his indenture of apprenticeship, bearing date, &c., doth appear.

Recital of the unexpired time of apprenticeship.

WHEREAS, by virtue of a certain instrument or deed poll, bearing date on or about, &c., under the hand and seal of A. B., of, &c., [*or the said A. B., as the case may be*], the said A. B. did grant, bargain, and sell, unto the said C. D., his executors, administrators, and assigns, all and singular the goods, chattels, and effects, mentioned and particularized in the schedule thereunder written, [*or annexed*], to hold the same unto the said C. D., his executors, administrators, and assigns, upon trust, &c., [*state the trust, as in deed*].

Recital of bargain and sale of goods.

WHEREAS, by a certain instrument or writing, under the hand and seal of the said A. B., in the nature of, or as a letter or power of attorney, and dated on or about, &c., the said A. B. did nominate, authorize, constitute, and appoint E. F., of, &c., and the said G. H., jointly and severally, his true and lawful attorney and attornies, for him and in his name, place, and stead, either jointly or severally, to enter into and upon all that messuage, &c., situate, &c., and now in the tenure or occupation of, &c., his under tenants or assigns, and held by him of the said A. B., at and under the yearly rent of £, and to make or cause to be made one or more distress or distresses, on all or any hay, corn, goods, chattels, beasts, sheep, or other effects or things whatsoever, standing, lying, or being in or upon the said demised premises, or any part thereof, for all such rent or rents that was or were due, owing, or in arrear unto him, at *Michaelmas day last past*, for or on account of the said premises, or any part thereof, and such distress or distresses when made or taken for him and on his behalf, to hold, detain, and keep, or cause to be held, detained, and kept, until payment and satisfaction to be

Recital of a letter of attorney to make distresses.

made unto him, for all such rents due and in arrear unto him, and all costs and charges of making such distress, and in case of non-payment thereof within the time limited, after such distresses made by the laws in force, to appraise, sell, and dispose of the same, or cause the same to be appraised, sold, and disposed accordingly.

Recital of a
letter of at-
torney to
receive
rents.

WHEREAS, the said A. B., by a certain instrument in writing, or letter of attorney, dated on or about, &c., hath made, nominated, constituted, and appointed the said C. D. his lawful attorney, to demand, recover, and receive in the name and for the use of the said A. B., by such lawful ways and means, as may be necessary for such purpose, of and from all and every person and persons whom it doth or may concern, all such rents and arrears of rent, and sum or sums of money as are due and payable unto the said A. B., for all and every the messuages, &c., situate, &c., and with such further powers and authorities needful and requisite for recovering, receiving, and enforcing the same, by distress or otherwise, as in the said letters of attorney is more particularly set forth, and on reference being had thereto, will more fully appear.

Recital of a
demise or
lease for
99 years.

WHEREAS, by an indenture of demise or lease, dated on or about the, &c., and made between, &c., for the considerations therein mentioned, the said A. B. did grant and demise unto the said C. D., all, &c., To HOLD the same unto the said C. D., for the term of 99 years, at and under the yearly rent of £., payable half-yearly, and at, under, and subject to the covenants, clauses, conditions, and agreements as are therein contained, on the part of the said C. D., to be performed and kept.

Recital of
a lease
from mayor,
&c. of
London.

WHEREAS, by an indenture of lease, bearing date on or about the day of and made or mentioned to be made, between the mayor, and commonalty, and citizens of the city of London, of the one part; and the said E. F., of the other part; the said mayor, and commonalty, and citizens, did demise unto the said E. F., all, &c., as the same are therein and hereinafter particularly described, with the appurtenances, To HOLD the same, (freed and discharged of land-tax, which had been redeemed) unto the said E. F., his executors, administrators, and assigns, from then for and during the term of years then next ensuing, subject to the yearly rent of £. payable to the said mayor and commonalty, and citizens, their successors or assigns, at or in the office of receipts and payments of money of the chamberlain of the said city for the time being, by quarterly payments, without any

deduction, and also subject to the several covenants and agreements therein contained on the part of the lessee, his heirs, executors, administrators, and assigns, to be done and performed.

WHEREAS, by an indenture of lease, bearing date on or about, &c., and made between, &c., it is witnessed, that in consideration of, &c., the said A. B. did grant and demise unto the said C. D., his executors, &c., all, &c., as the same are therein⁷ and hereinafter particularly described, To HOLD the same unto the said C. D., his executors, administrators, and assigns, from, &c., for and during, &c., subject to the yearly rent of £., payable to the said A. B., as therein mentioned.

Recital of a demise or lease.

WHEREAS, by a certain indenture of demise or lease, bearing date on or about, &c., and made, or expressed to be made, between, &c., it is witnessed, that for the consideration therein mentioned, the said A. B. did demise, grant, and to farm let, all that messuage or tenement, and fold, therein and hereinafter particularly mentioned and described, To HOLD unto the said C. D., his executors, administrators, and assigns, from thenceforth, for the term of 999 years, at and under the yearly rent of a pepper-corn, payable as therein mentioned.

Recital of a demise, at a pepper-corn rent.

WHEREAS, by an indenture of lease, bearing date, &c., and made, or expressed to be made, between, &c., for the considerations therein mentioned, the said A. B. did demise and grant unto the said C. D., his executors, administrators, and assigns, all, &c., to hold the same, from the day of the date thereof, for and during the term of 99 years, if the said E. F. and G. H., of, &c., and K. L., &c., should so long live, at and under the yearly rent of £., payable as therein mentioned: in which said indenture of lease, now in recital, is contained a covenant for the renewal thereof, on the death of either of the said lives, on payment of 50s. as a fine, and making a surrender of the said lease, term, and interest, as therein mentioned.

Recital of a chattel lease, with covenant for renewal.

WHEREAS, under and by virtue of a covenant contained in a certain indenture of lease, bearing date, &c., determinable, &c., the said A. B., and other persons interested, under the will of the said R. S., deceased, as devisees of the premises hereinafter mentioned, are entitled to a privilege, from time to time, of a renewal of such lease, under and subject to the like yearly rent, covenants, and agreements, as are therein and hereinafter contained. AND WHEREAS, the said R. S., one of the lives named in the said indenture of lease, and by which the premises therein and hereinafter described, and intended to be demised, were held, is dead, and of

Recital of a covenant of renewal in a lease, upon having same renewed.

which due and timely notice was given, and which said R. S. devised the same premises, by his last will, to the said A. B. for life, so that there is one new life to be added in lieu of the said R. S.

Recital of
an assign-
ment of a
lease.

WHEREAS, by indenture, bearing date on or about, &c. and made, or expressed to be made, between, &c., It is WITNESSED that for the considerations therein mentioned the said A. B. did assign and set over unto the said C. D., his executors, administrators and assigns, all that the said messuage, &c., mentioned and described in the said recited indenture of lease, and mentioned to be thereby demised to the said A. B. as aforesaid, with the appurtenances, together with the same indenture of lease, to hold the same unto the said C. D., his executors, administrators, and assigns, for and during the rest, residue, and remainder, by effluxion of time, yet to come and unexpired of the said term of 99 years, at, under, and subject to such yearly rents, covenants, and agreements, in the said recited indenture of demise or lease contained, which on the lessee or assignee's part and behalf is, are, or ought to be observed, paid, and performed, according to the true intent and meaning thereof.

Assignment
of a lease.

WHEREAS, by an indenture, bearing date on or about, &c., and made, &c., it is witnessed, that in consideration of the sum of £. by the said C. D. to the said A. B., he, the said A. B., did grant, assign, transfer, and set over unto the said C. D., his executors, administrators and assigns, all, &c. with the appurtenances, for the residue of the said term of 99 years, if the said E. F. and G. H., or either of them, shall so long live, at and under the rents, covenants and agreements therein contained.

Recital,
that by di-
vers mesne
assignments
certain pre-
mises were
assigned,
&c.

AND WHEREAS, under and by virtue of divers mesne assignments, and other acts in the law, and eventually by a certain indenture of assignment, bearing date on or about the day of, &c., and made, or expressed to be made, between, &c., the said messuages or tenements, erections, buildings, and other the premises comprised in and mentioned to be demised by the said recited indenture of lease, of the day of, &c., were assigned to, and are now vested in, the said A. B., for the residue of the said term of 99 years, subject to the rents, covenants, and agreements on the tenant, lessee, or assignee's part and behalf, to be paid, observed, and performed, for or in respect of the same premises.

Recital of
having a li-
cense to as-
sign lease
and pre-
mises.

AND WHEREAS, the said A. B. has procured from the said [lessors] a license or consent in writing under his hand, dated the day of, &c., authorizing him to assign the said premises unto the said, &c., in the manner hereinafter expressed, which same license is annexed unto these presents.

WHEREAS, by an indenture, bearing date on or about, &c., and made or expressed to be made between, &c. It is witnessed that in consideration of the said sum of £. to the said A. B., paid by the said C. D., he the said A. B. did grant and demise unto the said C. D., his executors, administrators, and assigns, all, &c., to hold unto the said C. D., his executors, administrators, and assigns, for the term of 500 years from thence next ensuing, subject to a proviso therein contained, for the redemption of the said hereditaments and premises on payment by the said A. B., his heirs, executors, administrators, or assigns, unto the said C. D., his executors, administrators, or assigns, of the said sum of £., and interest, as therein mentioned.

Recital of a mortgage by demise.

WHEREAS, by an indenture, bearing date, &c., and made, or expressed to be made, between the said T. N., on the first part; J. C., of, &c., a trustee of the said T. N., of the second part, and the said O. P. of the third part: in consideration of £. to the said T. N., paid by the said O. P., and for the nominal consideration therein mentioned, to be paid to the said J. C., he, the said J. C., at the request and by the direction of the said T. N., did bargain, sell, and demise, and the said T. N. did grant, bargain, sell, and demise, ratify, and confirm unto the said O. P., his executors, administrators, and assigns, the said piece or parcel of land, and other the hereditaments hereinafter particularly mentioned, and intended to be hereby granted and released, with their appurtenances, To hold the same unto the said O. P., his executors, administrators, and assigns, for the term of 1000 years, from thence next ensuing, subject to a proviso in the said indenture now in recital contained, for the redemption of the same premises, on payment, by the said T. N., his heirs, executors, administrators, and assigns, unto the said O. P., his executors, administrators, and assigns, of the sum of £., with interest for the same, after the rate, on or at the day or time, and in the manner therein mentioned and appointed for payment of the same respectively.

Another recital of a mortgage by demise.

WHEREAS, by indenture, bearing date on or about, &c., and made, or expressed to be made, between, &c., IN CONSIDERATION of £. to the said A. B., paid by the said C. D., he the said A. B. did grant and demise unto the said C. D., his executors, administrators, and assigns, all, &c., to hold the same unto the said C. D., his executors, administrators, and assigns, for the term of 1000 years from thence next ensuing, subject to a proviso therein contained, for making void the same term, on payment, by the said C. D., his

Mortgage by demise.

heirs, executors, administrators, or assigns, unto the said A. B., his executors, administrators, and assigns, of the sum of *l.* and interest, on the days and times, and in manner therein mentioned

Another
form.

WHEREAS, by virtue of an indenture, dated on or about, &c., and made, or expressed to be made, between, &c., the said message or tenement, hereditaments and premises, hereinbefore described, and intended to be hereby assigned, were demised unto the said C. D., his executors, administrators, and assigns, for the term of 1000 years, but by way of mortgage only, to secure the therein mentioned principal sum of *l.* and interest, which hath been long since paid off and satisfied.

Recital of
a mortgage
by demise,
and an as-
signment
thereof.

WHEREAS, by an indenture, bearing date, &c., and made, or expressed to be made, between the said A. B., of the one part; and the said C. D., of the other part; for the considerations therein mentioned, the said A. B. did demise; grant, limit, and appoint unto the said C. D., his executors, administrators, and assigns, all, &c., To HOLD the same unto the said C. D., his executors, administrators, and assigns, for the term of 500 years thence ensuing, subject to a proviso therein contained for making void the same term, upon payment, by the said C. D., his heirs or assigns, unto the said A. B., his executors, administrators, and assigns, of the sum of *l.* and interest, as therein mentioned, which money was not paid accordingly. AND WHEREAS, by a certain other indenture, bearing date, &c., and made, or expressed to be made, between the said C. D., of the first part; the said A. B., of the second part; and E. F., of, &c. of the third part; after reciting as or to the effect hereinbefore recited, It is witnessed that in consideration of the sum of *l.*, to the said C. D., by the direction of the said A. B., paid by the said E. F., in full for all money then due to the said C. D., upon his said security, he the said C. D., by the direction of the said A. B., did bargain, sell, and assign; and the said A. B., in consideration of the sum of 5*s.* to him paid by the said C. D., did grant, ratify, and confirm unto the said E. F., his executors administrators, and assigns, all and every the said message or tenement, lands and premises, hereinbefore mentioned, and all and singular other the premises, in and by the said indenture of, &c., granted and demised, as aforesaid, with the appurtenances, To HOLD the same unto the said E. F., his executors, administrators, and assigns, for the then residue of the said term of 500 years, subject to a proviso therein contained, for redemption of the same premises, upon payment, by the said A. B., his heirs or assigns, unto the said E. F.,

his executors, administrators, or assigns, of the sum of
l. and interest, as therein mentioned, which was
 not paid accordingly (1).

WHEREAS, by an indenture, dated on or about, &c., and made between, &c., it is witnessed, that in consideration of *l.* paid by the said C. D. to the said A. B., he the said A. B. did assign, transfer, and set over unto the said C. D., his executors, administrators, and assigns, all and singular the messuage, tenement, or dwelling-house, hereditaments and premises, comprised in the hereinbefore recited indenture of lease, with their appurtenances, To HOLD the same unto the said C. D., his executors, administrators, and assigns, for and during the rest, residue, and remainder of the said term of 99 years, therein subject to a proviso therein contained, for redemption of the same, on payment, by the said A. B., his executors, administrators, and assigns, unto the said C. D., his executors, administrators, and assigns, of the said sum of *l.* and interest, in manner therein mentioned.

WHEREAS, by an indenture, bearing date on or about, &c., and made between the Right Reverend Father in God, G., by divine permission, lord bishop of H., of the one part; and C. D., of, &c., of the other part: in consideration of the surrender and yielding up of a former lease of the lands, in the said indenture demised, bearing date, &c., and made between the Right Rev. Father in God, I, then Lord Bishop of H., all, &c., were granted and demised unto the said C. D., his executors, administrators, and assigns, from the making of the said indenture, for and during, and unto the full end and term of 21 years, from thence next ensuing, and fully to be complete and ended, at and under the yearly rent of, &c., clear of all deductions whatsoever.

AND WHEREAS, by, &c., indentures of lease and release, bearing date respectively the *and* days of *and* made, or expressed to be made, between A. B., of, &c., of the one part; and C. D., of, &c., of the other part: it is by the said indenture of release witnessed, that, in consideration of the sum of *l.*, paid by the said C. D. to the said A. B., he the said A. B. did grant and release unto the said C. D., his heirs and assigns, all and singular the pieces or parcels of land, hereditaments, and premises

(1) The assignment may be shortened thus,—*And whereas, by a certain other indenture, bearing date, &c., and made between, &c., the residue of the said term of 500 years was assigned to the said E. F., subject to redemption, as aforesaid.*

hereinafter described, and intended to be hereby released, To HOLD the same unto, and to the use of the said C. D., his heirs and assigns, for ever; subject, nevertheless, to a proviso therein contained, for redemption of the same premises, on payment, by the said A. B., his heirs, executors, administrators, or assigns, unto the said C. D., his executors, administrators, or assigns, of the sum of £. and interest, as therein mentioned.

Recital of
a feoffment.

WHEREAS, by an indenture bearing date on or about, &c., and made or expressed to be made between A. B., of, &c., of the one part; and C. D., of, &c., of the other part. IN CONSIDERATION of the sum of £., paid by the said C. D. to the said A. B., he the said A. B. did grant and enfeoff unto the said C. D., his heirs and assigns, ALL and singular the messuage or tenement, hereditaments and premises hereinafter described, and intended to be hereby released, To HOLD THE SAME unto and to the use of the said C. D., his heirs and assigns, for ever.

Recital of
two feoff-
ments,
whereby the
scites of cer-
tain messu-
ages were
conveyed.

WHEREAS, by an indenture of feoffment, bearing date on or about the day of, &c., and made or expressed to be made between A. B., of, &c., of the first part; C. D., of, &c., of the second part; and E. F., of, &c., of the fourth part; and by a certain other indenture of feoffment, bearing date on or about, &c., made between, &c. The scites of the messuages, or dwelling houses, and the gardens and lands hereinafter described and mentioned, and intended to be hereby released, were conveyed and assured unto the said C. D. and his heirs, to the use of the said C. D. and the said E. F., and the heirs and assigns of the said C. D. for ever. But as to the estate so limited to the said E. F., in trust only for the said C. D. his heirs and assigns, and to be from time to time released, as he or they should direct.

Recital of a
feoffment,
wherein a
power of at-
torney was
contained
to a person
to deliver
seisin.

WHEREAS, by an indenture of feoffment, bearing date on or about, &c., and made or expressed to be made between, &c. IT IS WITNESSED, that in consideration of the sum of £., to the said A. B., paid by the said C. D., he the said A. B. did grant, enfeoff, and confirm unto the said C. D., his heirs and assigns, all, &c., to hold the said, &c., unto and to the use of the said C. D., his heirs and assigns, for ever. In which said indenture, the said J. P. was duly authorized to deliver seisin of the said premises to the said C. D., according to the tenor of the said feoffment; and seisin was accordingly so delivered, as appears by a memorandum endorsed on the same indenture.

Recital of a
feoffment to

WHEREAS, under and by virtue of an indenture of feoffment, bearing date on or about, &c., and made,

or expressed to be made, between, &c., all and singular the messuage or dwelling-house, pieces or parcels of land, hereditaments and premises hereinafter described and intended to be hereby released, were enfeoffed, conveyed, or otherwise assured to such uses, upon and for such trusts, intents and purposes, and with, under, and subject to such powers, provisos, declarations, and agreements, as he the said C. D., should by any deed or deeds, instrument or instruments in writing, with or without power of revocation or new appointment, or by his last will and testament in writing, or any codicil or codicils in writing, thereto to be by him respectively and legally executed, should from time to time, or at any one time, direct, limit, or appoint (1), and in default of, and until such direction, limitation, or appointment, gift or devise, and so far as no direction, limitation, or appointment, gift or devise, (if ineffectual or incomplete), should extend, to the use of the said C. D., and his assigns, during the term of his natural life, without impeachment of waste, and after the determination of that estate by any means whatsoever, in his life time, to the use of the said E. F., his executors and administrators, during the life of the said C. D., in trust for the said C. D. and his assigns, during his natural life, and to prevent dower. And from and after the expiration of the use or estate thereby limited to the said C. D., as aforesaid, and in the mean time subject thereto, and to the trusts thereof; to the use of him, the said C. D., his heirs and assigns, for ever.

WHEREAS, in or as of *Trinity term*, in the year of the reign of his majesty king George the fourth, the said A. B. and C. his wife, acknowledged and levied unto the said C. D., and his heirs, a fine *sur conuzance de droit come ceo*, &c., of (*among other hereditaments*) the messuages, buildings, lands, and hereditaments, situate, &c. hereinafter described, and intended to be hereby conveyed or otherwise assured, with the appurtenances, (which same hereditaments belonged to the said A. B., in fee simple, subject only to the initial right of dower, by such fine meant to be barred, of the said C. his wife therein), and proclamations have been duly made on such fine, but no uses have been heretofore declared thereof, as far as respects the same messuages and hereditaments.

AND WHEREAS, the said A. B. and C. his wife, did, as of Michaelmas term, now last past, [*or in the 59th year of the reign of his late majesty king George the third,*]

(1) Instead of stating the further uses, it may be shortened thus, "with other uses, so as to prevent the present or future wife of the said C. D. from being dowable, in or out of the said hereditaments.

uses, to prevent dower.

Recital of a fine levied.

Another recital of a fine levied.

(as the case may be), duly acknowledge and levy before his majesty's justices of the court of Common Pleas, at Westminster, unto the said E. F., and his heirs, "one fine *sur conuzance de droit come ceo, &c.*" of the undivided moiety, or half part of them the said A. B. and C. his wife, of and in the said messuage or tenement, mill, garden, orchard, and pieces or parcels of land, mentioned, and intended hereby to be released, and also of other hereditaments; but no use hath yet been declared of the said hereditaments, with respect to the same undivided moiety.

Recital of
lease and
release.

WHEREAS, by indentures of lease and release, bearing date respectively, on or about, &c., the release being made between, &c. It is by the said indenture of release witnessed, that in consideration of the sum of £. to the said A. B., paid by the said C. D., he the said A. B., did grant and release unto the said A. B., his heirs and assigns, all that the messuage or tenements, hereditaments and premises hereinafter described, and intended to be hereby released. To HOLD the same, unto and to the use of the said C. D., his heirs and assigns, for ever.

A short re-
cital of a
lease and
release or
conveyance
in fee.

WHEREAS, under and by virtue of certain indentures of lease and release, bearing date respectively, on or about, &c. The release being made between C. D., as therein described, of the first part; E. F., as therein also described, of the second part; and the said G. H. of the third part; in consideration of the aggregate sum of £. paid by the said G. H., to the persons, and in manner therein mentioned, all, &c., with the rights, members and appurtenances, were conveyed and assured, unto and to the use of the said G. H., his heirs and assigns, for ever.

Recital of a
release
grounded
upon a lease
for a year.

WHEREAS, by an indenture of release, bearing date on or about, &c., grounded upon a lease for a year, dated the day next before the day of the date of the release, and the said release being made, or expressed to be made, between, &c. It is witnessed, that in consideration of £. to the said A. B., paid by the said C. D., and for the nominal consideration of 5s. to E. F., paid by the said C. D., he the said E. F., at the request and by the direction of the said A. B., and at the nomination and appointment of the said C. D., did bargain, sell and release, and the said A. B., at the nomination and appointment of the said C. D., did grant, bargain, sell, release, ratify and confirm, unto the said C. D., his heirs and assigns, all and singular the lands, tithes, hereditaments and premises hereinafter described, and hereby granted and released and intended so to be; to hold the same unto and to the use of the said C. D., his heirs and assigns, for ever.

WHEREAS, under and by virtue of certain indentures of lease and release, bearing date respectively on or about the and days of The release being made between A. B., as therein described, of the first part; C. D., as therein also described, of the second part; E. F., as therein also described, of the third part; and the said G. H., of the fourth part; and the said I. K., of the fifth part: for the considerations therein mentioned, the piece or parcel of land and hereditaments, hereinafter described and mentioned, and intended to be hereby granted and released, (together with divers other lands and hereditaments) were limited and appointed, granted, released and conveyed; or otherwise assured, To the uses and in manner following; (that is to say), as to one undivided moiety, or half part thereof, to the use of the said C. D., his heirs and assigns, for ever, [*or if to uses to prevent dower, say*], to such uses, upon and for such trusts, intents and purposes, and with, under, and subject to such powers, provisos, declarations and agreements, as the said C. D., by any deed or deeds, instrument or instruments in writing, with or without power of revocation, and new appointment, or by his last will and testament in writing, or any codicil or codicils in writing thereto, to be by him respectively legally executed, should from time to time direct, limit or appoint; and in case no such direction, limitation, or appointment, and so far as the same, if ineffectual or incomplete, should not extend to the use of the said G. H., his executors and administrators, during the life of the said C. D., and to prevent the present or any future wife of the said C. D. being entitled to dower, in or out of the same premises; and from and after the determination of that estate, to the use of him the said C. D., his heirs and assigns, for ever. As to, for, and concerning the other undivided moiety or half part of the said pieces or parcels of land and premises, *to the use of the said E. F., his heirs and assigns, for ever; [or if to uses to prevent dower as before], say, to such and the same uses, upon such and the same trusts, intents, and purposes, in favor and for the benefit of the said E. F., his heirs and assigns, as are therein declared and hereinafter mentioned, expressed and declared, in favor and for the benefit of the said C. D., his heirs and assigns, with respect to the first mentioned moiety, hereditaments and premises; or say upon and with similar uses, trusts, and powers, for the benefit of the said E. F., as are herein declared, and hereinbefore mentioned, in favor of the said C. D., his heirs and assigns (as the case may be).*

Recital of
lease and
release to
uses to pre-
vent dower.

THE LEASE AND RELEASE.

THE conveyance which at this day is more commonly used than any other is that called the lease and release, which may also be called a lease and confirmation, or a lease with a release, and a confirmation thereupon.

By the ancient common law, when a man, in *consideration of money*, did demise, grant, bargain, or sell land to another man to hold for a year, half a year, or for any term of years whatsoever, (but most commonly for one year), a use did immediately arise in the lands, to the lessee, to wit, the estate of the lands continued in the lessor; yet it was for the benefit and use of the lessee during the term; and at this day, where such lease is made for money paid, the use does not only arise by the common law, but the estate and possession of the land itself is transferred to the lessee for the term by the said statute *de usibus*; and though a *reddendum* is usually inserted in the lease for a year, it is by no means necessary, or indeed proper. And there is no need that this lease should be enrolled at all, because the other statute concerning enrolments does not relate to any chattel real, as a term of years is, but is restrained to estates of inheritance or freehold, which are of a higher nature; and by this it may be easily seen, that when a lease for years is made in consideration of money, the lessee is immediately in the actual possession of the land in judgment of law, though he never entered, or were in actual possession in deed.

It is by reason of this actual possession of law that the lessee is capable of taking a release and confirmation (which are in the nature of a grant) of the inheritance or freehold of the land to him and his heirs; that is, such a grant as will be available of itself, without the help of livery.

And now the common law comes again into the case, by which any man seised in fee of lands, (holden of him by a tenant for years in possession), might release all his right in the land to such tenant to hold the said land to such tenant for life, or in tail, or in fee, or might confirm the estate of such tenant, to hold the said land itself to the said tenant for his life, or in tail, or in fee; and such release and confirmation always did and still doth increase and enlarge, and it is said to enure by way of increasing and enlarging the present estate of the lessee, so as to make him have a greater estate for life in tail or in fee, according to the words in the *habendum*.

So that now, by the co-operation of the common law and the statute of uses, when a man is to sell, alien, or settle a fee simple estate, the only making a lease for a year,

and such a release thereupon is a perfect conveyance of the fee simple; and upon such a conveyance new uses may be limited in the deed of release, as well as they may be in a feoffment, or any other conveyance.

The release enures upon the possession of the lessee for years; therefore the lease must be always sealed and delivered, and bear date before the release. It is usual to date the release upon the day of its execution, and the lease the day before; and they may be so dated upon any two days that are past, but no deeds must be *post* dated, or dated upon days to come *after the sealing and delivery*(1), (and the commissioners can yearly ascertain, by the issuing of the stamps, whether any deed be *ante* or *post* dated), and the lease is usually made to commence from the day before its date; for if the lease should commence from a day to come, the lessee would not be in possession at the time of his release made, and consequently the release or confirmation would not enlarge his estate. The reason of this is, that the common law thought it needless to make a livery of seisin to a tenant that was in actual possession already.

But if B. seised in fee, makes a lease for twenty years to C., who makes a lease for ten years to D., still C. is ~~capable of a release~~ or confirmation of the inheritance from B., because the possession of the term, or for ten years, is in law the possession of his lessor.

And if a lease be made for ten years in possession, with a remainder for ten years more to another, he in remainder hath such a present possession of his remainder, that he is capable of a release in the freehold.

Also if B. seised in fee makes a lease for life, and then for money bargains and sells the land to C. for one year in possession, this bargain and sale makes C. such a tenant in possession, that he can take a release to him and his heirs of the inheritance of the land from B.; for by the bargain and sale, the reversion and rent too (if there be any) do immediately pass.—Fox's case, Co. 8 R.

Before a lessee for years in possession enters, a release cannot be made to him; but in case of a bargain and sale for years, *in consideration of money*, the use rises, and the statute executes the possession presently, so that the lessee is judged in actual possession before his actual entry.

But there must be a privity between the lessor and lessee; for if B., seised in fee, makes a lease to C. for ten years, and C. makes lease to D. for five years thereof, D. cannot take a release of the inheritance from B., for the privity is between B. and his tenant C., and not between B. and the under tenant D.

(1) It is advisable to state in the attestation of a deed, which has been prepared and dated, or that bears date on a particular day previous; the day of the execution thereof.

RELEASES, OR CONVEYANCES.

The release must be made to one who hath an estate or interest, as a lessee for years, (which is the common case before spoken of), or it may be to a tenant at will, or by statute merchant, statute staple, or elegit, who have estates or interests in the land that may be enlarged or increased; but it cannot be to a tenant by sufferance, for he has no estate in the land, and consequently cannot be said to have an increase.

The nature of a confirmation, is properly to make a defeasible estate good; that is, a voidable estate, not an estate that is actually void, for there a confirmation *non valet*. A lease made by an infant is voidable, and may be confirmed when he comes to age, but a confirmation will likewise enlarge a particular estate like a release (1); but then care must be taken that the *habendum* be of the land itself to the lessee and his heirs, or in tail, or for life, for a confirmation of the estate of lessees for years, *habend.* the said estate would be a repugnancy, and make nothing but an estate for years good, where the diversity is between *habend.* the land, and *habend.* the estate.

It is said, that if B., seised in fee, makes a lease to C. for ten years, and C. makes a lease to D. for five years thereof, though B. cannot release to D. and his heirs for want of privity, yet he can confirm the estate of D., *habend.* the lands to D. and his heirs, and this will enure by way of confirmation to enlarge the estate of D. and be good, and therefore it may be advisable to put the word confirm in the deed of release, though the words grant and alien may import the same thing.

And remember, that upon the deed of release executed to the lessee, his interest for one year merges or drowns in the inheritance, for where two estates in the same land come at several times to the same person, the greater drowns the less, or one merges in the other. As if the inheritance comes to a tenant for life or years, the estate for life or years mergeth; and if a lessee for one hundred years accept a lease for seven years to begin presently, his lease for one hundred years is in law surrendered; but a man may be seised in tail, and he may have the reversion in fee simple in the same land, because the statute *de donis conditionalibus* preserves the estate-tail.

And observe the words, [at several times], for if by one deed, or at the same time, a man hath several estates limited to him in possession, reversion, and remainder, they may stand together without being drowned.

If a person that is disseised release all right to the

(1) But then it ceases to operate as a confirmation, and takes effect as a release.

disseissor, it is good without the word heirs, because it enures by way of *mettre le droit*, (i. e. putting the whole right in the disseissor at once). And so where one joint-tenant releases to another joint-tenant, it enures by way of *mettre le estate*, and puts the estate in him to whom the release is made, without the word heirs, and upon such a release as the latter, a rent may be reserved, because the estate is not extinguished.

And if a man make a feoffment, gift, grant, or lease, rendering rent, and afterwards release all his right to the land, the rent is gone, for this release enures by way of extinguishment.

Lease for a Year whereon to ground a Release.

THIS INDENTURE made the day of 18
between [v~~en~~dor], of, &c., of the one part; and
[p~~ur~~chaser], of the other part.

WITNESSETH, that for and in consideration of the sum of 5s. of lawful money of Great Britain, by the said [p~~ur~~chaser] to the said [v~~en~~dor], in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said [v~~en~~dor] hath bargained and sold, and by these presents doth bargain and sell unto the said [p~~ur~~chaser], his executors, administrators, and assigns, all, &c. (2), and the reversion and reversions, remainder and remainders, rents, issues, and profits of the same pre-

(1) If the *habendum* in the release should be to a trustee, as a releasee to uses to prevent dower or otherwise, the bargain and sale must be to him, and he must be the party thereto, not the purchaser; but if the trustee for preventing dower, takes only an interposing estate *in remainder*, he will not be a party to the bargain and sale, but if the purchaser and trustee both take by the *habendum* jointly, as is sometimes the case, as releasee to uses, then they must both be parties to the bargain and sale. It may be also observed, that persons who are merely to release a right or title, or collateral charge, even at law, are never merely on that account made parties to the lease, nor is it requisite that persons having contingent or possible interests concur therein, but in doubtful cases, it is better to make such persons parties than to omit them, and in taking a release from an heir at law in confirmation of the title of a devisee, or to supersede the necessity of proving the will, and also when former owners become parties, in order to release some charge or incumbrance, or to afford evidence of earlier transactions, it is in all cases advisable to take a conveyance by lease and release, rather than a simple release of right or confirmation. And as the bargain and sale, or lease for a year, and the release, constitute together but one conveyance, the parties to the release made for the purpose of transferring any estate in possession, remainder, or reversion, should also be made parties to the bargain and sale, or lease for year whereon the release is grounded.

(2) Care should be taken in describing the premises, and that the description of them correspond with that given in the release, for as the latter is grounded on the former, nothing will pass by the release, which is not included in the bargain and sale.

mises, with their appurtenances, (1), To have and to hold the said messuages, &c., hereinbefore mentioned, and intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said [purchaser], his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of (2) one whole year (3) from thence next ensuing, and fully to be complete and ended, yielding and paying (4) therefore unto the said [vendor], his heirs and assigns, the rent of one pepper-corn, on the last day of the said term, (if the same shall be lawfully demanded), which said bargain and sale hereby made of the said hereditaments, is so made, to the intent and purpose, that by virtue of these presents, and by force of the statute made for the transferring of uses into possession, he the said [purchaser] may be in the actual possession (5) of the said messuages, &c., herein-

If a moiety or other portion, say, "all that the undivided [*moiety or half part*] [*or undivided third part*] or other part (as the case may be) the whole into equal parts to be considered as divided, of him the said, &c., of and in all, &c.

If a remainder or reversion, say, "all that the remainder or reversion expectant upon and to take effect in possession upon and immediately after the decease, or other sooner determination of the estate for life, of &c." (as the case may be).

(1) It is better to take parcels and general words down to "all the estate," &c., from the release, recollecting to use the words "bargained and sold," instead of "granted and released."

(2) The student may here notice, that it is not absolutely necessary to make the bargain and sale for *one year*, as any less period will do if not less than a day, this instrument being to the intent that the purchaser may be in the actual possession of the hereditaments, by virtue of the statute of 27 Hen VIII. made for transferring uses into possession, and as the consideration of 5s. or any less sum, or indeed the reservation of a rent will do to raise an use, the same is by force of such statute instantaneously transferred into possession, and the bargainee thereby becomes enabled to receive an enlargement of his estate.

(3) If the release should be of a life estate, say, "to the said vendor, [*or other cestui que vie*], should so long live."

(4) The reservation of this rent is not requisite, though generally inserted, as this instrument is not so properly a lease as a bargain and sale, the consideration of 5s. being sufficient to raise an use, but care must be taken to insert such pecuniary consideration, as the object is the raising an use. In case, however, of a conveyance by a corporation, by way of lease and release, it is different, for there it operates as a lease, and not as a bargain and sale, for it is the general opinion that a corporation cannot be seized to an use. Therefore in respect to a corporation, the lease should be regularly made by the word "demise, &c.," and an actual entry made by the lessee, previous to the release, though the better way is to convey by feoffment, in the instances of corporate bodies.

(5) If it be a bargain and sale of a remainder or reversion, (which is usually conveyed by lease and release, (although the same only requires a deed operating as a grant), the words should be "to the intent, &c.," "that by virtue of these presents, &c.," "the remainder in fee or reversion, &c.," (as the case may be), expectant

RELEASES, OR CONVEYANCES.

before mentioned and expressed, or intended to be hereby bargained and sold, and every part and parcel thereof, with the appurtenances, and may thereby be enabled to accept and take a grant and release (1) of the same, and the reversion and inheritance thereof, to him the said [*purchaser*], his heirs and assigns, To the only proper use and behoof of, the said [*purchaser*], his heirs and assigns, for ever; [or if to uses to prevent dower, say, to the uses upon the trust and with the power, as shall be thereof declared, or say, to such uses, upon such trusts, and to and for such intents and purposes as shall be thereof declared], in and by an indenture intended to bear date the day next after the day of the date of these presents, and to be made between the said [*lendor*], of the first part; the said [*purchaser*], of the second part, and B. C., of, &c., of the third part; and to, for, and upon none other use, trust, intent, or purpose whatsoever. IN WITNESS, &c.

Release, grounded upon a Lease for a Year, being a Conveyance of a House from a Man and his Wife, to a Purchaser.

THIS INDENTURE, made the day of in the year of our Lord 18 and in the sixth year of the reign of our sovereign lord George the fourth, by the grace of God, of the United Kingdom of *Great Britain and Ireland* king, defender of the faith, between C. D., and S. his wife, (late S. P., spinster), of the one part; and E. F., of, &c., of the other part.

WHEREAS, the said C. D., hath contracted and agreed to and with the said E. F., to sell to him the messuage, tenement, and premises, hereinafter described, and intended to be hereby released, for the sum of

£. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for carrying the same into effect, and in consideration of the sum of £. of lawful money of the said United Kingdom, by the said E. F. to the said C. D., in hand, at or before the sealing and delivery of these presents, well and truly paid, (being the consideration money for the absolute purchase upon the estate for life of the said of and in the said messuage &c., may become actually vested in him the said [*bargainee*] and so that the said [*bargainee*] may be enabled to accept and take a release of the inheritance thereof, to him the said [*bargainee*] his heirs and assigns, &c.

(1) If the release is intended to be of an estate for life, say, 'to take a grant and release of the reversion of the freehold to the use of the said [*bargainee*], and his heirs, during the life of the said [*bargainee*], [or other *cestui que vie*].'

Granting
part.

Parcels.

General
words.

chase of the inheritance in fee-simple in possession, (free from incumbrances), of the messuage or tenement, and promises hereinafter mentioned and intended to be hereby released, the receipt whereof he the said C. D. doth hereby acknowledge, and thereof and therefrom doth acquit, release, and discharge the said E. F., his heirs, executors, and administrators, and every of them for ever, by these presents. They the said C. D., and S. his wife, HAVE, and each of them HATH granted, bargained, sold, released, and confirmed, and by these presents DO, and each of them DOTH, &c., unto the said E. F., (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said C. D., and S. his wife, in consideration of 5s., by an indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession), and to his heirs and assigns, ALL that messuage or tenement, and piece of garden ground, with all out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, backsides, and appurtenances whatsoever thereunto belonging, situate, &c., together with all and singular the fields, closes, lands, grounds, meadows, pastures, tenements, and hereditaments whatsoever to the said messuage or tenement belonging or in anywise appertaining, as the same now are in the occupation of the said E. F., and all ways, waters, watercourses, liberties, easements, privileges, profits, advantages, hereditaments, and appurtenances whatsoever, to the said messuage or tenement, closes, parcels of land, hereditaments, and premises, or any part thereof, belonging or in anywise appertaining, or therewith usually occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof, AND the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, AND all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity, of them the said C. D., and S. his wife, or either of them, of, in, or to the same, every or any part or parcel thereof; AND all deeds, evidences, and writings in his or her hands, custody, or power, which solely relate to or concern the said premises, or any part thereof, and true copies of all such other deeds, evidences, and writings, as relate to or concern the same, jointly with any other lands and hereditaments; such copies to be made and written out at the proper costs and charges of the said

Habendum.

E. F., his heirs or assigns. TO HAVE AND TO HOLD

the said messuage or tenement, hereditaments, and premises mentioned to be hereby granted and released, with their appurtenances, unto the said E. F., his heirs and assigns, To the use of the said E. F., his heirs, and assigns for ever. AND for the more effectually conveying and assuring all and singular the said messuage and hereditaments hereinbefore released or expressed, or intended so to be, unto the said E. F. and his heirs, the said C. D. for himself, and for the said S. his wife, his and *her* heirs, executors, and administrators, doth hereby covenant, promise, grant, and agree, to and with the said E. F., his heirs and assigns, by these presents, that they the said C. D. and S. his wife, or *her* heirs (1), shall and will, as of term last past, or before the end of term now next ensuing, or some other subsequent term, at the request, costs, and charges in the law of the said D. E., his heirs and assigns, make, do, acknowledge, and levy in due form of law, before his majesty's justices of the court of Common Pleas (2) at Westminster, one or more fine or fines, "*sur conusans de droit come ceo, &c.*" to be engrossed, recorded, and sued forth, with proclamations to be thereupon had and made according to the form of the statute in such case made and provided, and the common course of fines with proclamations in such case used and accustomed, unto the said E. F., and his heirs, of all the said messuage or tenement, &c., and premises mentioned to be hereby released as aforesaid, by such apt and convenient name and names, number of acres, quantity and qualities of land, and other descriptions, as will effectually comprize the same, and shall be for that purpose thought fit and requisite. AND it is hereby agreed and declared by and between the said parties to these presents, that as well the said fine and fines so as aforesaid, or in any other manner to be acknowledged and levied, as also from and immediately after the perfecting thereof, and all and every other fine and fines, recovery and recoveries, conveyances and assurances in the law whatsoever already had, made, done, acknowledged, levied, suffered, and executed, of the said mes-

Covenant
to levy a
fine.

Declaration
of uses of
fine.

(1) N.B. It was the wife's estate.

(2) If the lands lie in the county of Chester, say, *At the next or some other subsequent sessions or assizes, to be holden in and for the county of Chester.* If in the city of Chester, say, *At the next portmote court of our lord the king of the said city of Chester, to be held at the same city, at the common hall of pleas there, according to the custom of the same city, acknowledge and levy in due form of law, before the mayor of the said city, unto the said, &c.* If in Lancashire, say, *At the next general sessions or assizes, or else, at the next great session or assize, to be held and kept in and for the said county palatine of Lancaster, before his majesty's justices of the same great session, &c.* If in Wales, *At the next great session, &c.*

C. D. cove-
nants for
himself and
wife that
they are
seised in fee.

Right to
convey.

For quiet
enjoyment.

Free from

suage or tenement, &c., and premises mentioned to be hereby released, by or between the said parties to these presents, any of them, or whereunto they or any of them are, or shall be parties or party, privies or privy, shall be and enure, and shall be deemed, adjudged, construed, and taken to be and enure, and is and are hereby declared to have (at the time of the levying, making, suffering, and executing thereof) been meant and intended to be and enure, to the only proper use of the said E. F., his heirs and assigns, for ever. AND the said C. D., doth hereby for himself, and for the said S. his wife, his and her heirs, executors, and administrators, covenant, promise, and agree to and with the said E. F., his heirs and assigns, by these presents, in manner following; (that is to say), that (for and notwithstanding any act, deed, matter, or thing whatsoever, by the said C. D., and S. his wife, or either of them, or by any of the ancestors of the said S., done, committed, or wittingly or willingly suffered to the contrary) they the said C. D., and S. his wife, are, or one of them is, lawfully and rightfully and absolutely seised of the said messuage or tenement, &c., and premises, intended to be hereby granted and released, with the appurtenances, for an absolute and indefeasible estate of inheritance in fee-simple, without any condition, use, trust, power of revocation, or any other restraint, cause, matter, or thing whatsoever, to alter, change, determine, lessen, incur, defeat, or make void the same. AND ALSO that the said C. D., and S. his wife, now have, or one of them hath, in themselves, himself, or herself, good right, full power, and lawful authority, by these presents, and the fine herein before covenanted to be levied, to grant, bargain, sell, release, convey, or otherwise assure, all and singular the same premises intended to be hereby granted and released, with the appurtenances, unto and to the use of the said E. F., his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that he the said E. F., and his heirs, shall and may, from time to time and at all times for ever hereafter, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said messuage or tenement, &c., and premises, intended to be hereby granted, released, and conveyed, or otherwise assured, and to receive and take the rents, issues, and profits thereof, and every part thereof, to and for his and their own use and benefit, without any the let, suit, hindrance, interruption, or denial of the said C. D., and S. his wife, or either of them, their, or either of their heirs or assigns, or of any other person or persons claiming or to claim, by, from, under, or in trust for them, or any

of the ancestors of the said S. And that free and clear, and freely and clearly acquitted, emancipated, and discharged, or otherwise, by the said C. D., and S. his wife, or one of them, or the heirs of the said S., well and sufficiently safe and harmless and kept indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, surrenders, forfeitures, rents, arrears of rent, dowers and titles of dowers, statutes, judgments, executions, extents, estates, titles, charges, and incumbrances whatsoever, had, made, done, committed, or executed by the said C. D., and S. his wife, or either of them, or the ancestors of the said S., or any other person or persons, by, through, or with his, their, or any of their consent, privity, or procurement.

AND MOREOVER, that they the said C. D., and S. his wife, and their heirs, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may hereafter have or claim any estate, right, title, trust, or interest of, in, to, or out of the said premises mentioned to be hereby granted and released, conveyed or otherwise assured, or any part thereof, by, from, or under them or either of them, or by, from, or under any of the ancestors of the said S., shall and will, from time to time, and at all times hereafter, at the reasonable request, costs, and charges in the law of the said E. F., his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, deeds, matters and things, conveyances and assurances in the law whatsoever, for the further, better, and more perfectly and absolutely granting, releasing, conveying, or otherwise assuring the said hereditaments and premises intended to be hereby granted and released, or otherwise assured as aforesaid, and every part thereof, unto and to the use of the said E. F., his heirs or assigns, for ever; be the same by fine or feoffment, common recovery, or otherwise howsoever, as by the said E. F., his heirs or assigns, or his or their counsel in the law, shall be reasonably devised or advised and required, so as such further assurances contain in them no further or other warranty or covenants than against the person or persons who shall be required to make and execute the same, and against his, her, and their heirs, acts, and deeds only, and so as no such person or persons be compelled or compellable to go or travel from his, her, or their respective place or places of abode for the doing thereof. **WITNESS, &c.**

From Mortgagees and Assignees of a Bankrupt to a Purchaser and his Trustee, to prevent the Doer of his Wife.

THIS INDENTURE of five parts, made, &c., between C. D., G. F., and Q. R., merchants and copartners, of the first part; J. G., esq., J. L., and R. W., gent., (assignees of the estate and effects of P. H., of, &c., a bankrupt), of the second part; the said P. H., and C. his wife, of the third part; M. G., merchant, of the fourth part; and H. C., of the fifth part.

Recites a mortgage in fee.

WHEREAS, by indentures of lease and release, bearing date respectively the and days of, &c. and made, or expressed to be made between the said P. H., of the one part; and the said C. D., G. F., and Q. R., of the other part; reciting that the said P. H. was indebted to them the said C. D., G. F. and Q. R., in company, in divers sums of money, on sundry accounts not settled, to a very considerable amount. IT WAS WITNESSED, that for securing payment thereof, with lawful interest, and also in consideration of the sum of 5s., of lawful, &c., by the said C. D., G. F. and Q. R., in hand paid to the said P. H., he the said P. H., did grant and release unto the said C. D., G. F., and Q. R., their heirs and assigns, (among other hereditaments), the messuage and tenement, mill, land, and hereditaments hereinafter described and intended to be hereby granted and released, with their and every of their appurtenances thereof To HOLD the same unto and to the use of the said C. D., G. F., and Q. R., their heirs and assigns, for ever,

Subject to redemption.

SUBJECT, NEVERTHELESS, to a proviso or agreement therein contained for redemption of the same premises on payment by the said P. H., his heirs, executors, administrators, or assigns, unto the said C. D., G. F., and Q. R., their executors, administrators, or assigns, of all such sum and sums of money as then were justly and really due and owing from him the said P. H., to them the said C. D., G. F., and Q. R., upon a true and fair balance of accounts between the said parties, together with lawful interest for the same, until payment of such balance as therein is mentioned. AND WHEREAS, a commission of bankruptcy under the great seal of Great Britain, bearing date Westminster, the day of, &c., was awarded and issued against the said P. H., and he was duly declared a bankrupt thereon. AND the said J. G., J. L., and R. W., were duly chosen, assignees of his estate and effects, and by an indenture of bargain and sale duly inrolled in his majesty's high

Recites a commission of bankruptcy, and proceedings thereon.

court of Chancery, bearing date the day of now last past, and made between, &c., the said major part of the commissioners named in the said renewed commission, did bargain, sell, and convey all the said bankrupt's real estates to the said J. G., J. L., and R. W., and their heirs, IN TRUST for themselves and the rest of the creditors of the said bankrupt as therein mentioned. AND WHEREAS, the said C. D., G. F., and Q. R., have been satisfied their demand against the said P. H., otherwise than out of the said mortgaged premises, and therefore are consenting to exonerate the same therefrom, but no conveyance hath yet been executed by the said C. D., G. F., and Q. R., and the legal estate of and in the said hereditaments and premises still remain vested in them. AND WHEREAS, by an order of the high court of chancery, bearing date the day of which was in the year of our lord made by the right honourable the then lord high chancellor of *Great Britain*, in the matter of P. H., a bankrupt, and in the matter of J. W., a bankrupt, upon two several petitions of C. D., J. C., J. H., and J. R., on the behalf of themselves and all other the joint and separate creditors of the said bankrupts, it was (among other things) ordered, that the said several real estates of the said bankrupts should be forthwith sold before Mr. E., one of the masters of the said court, either entire or in parcels, to the best purchaser or purchasers, and that for the best price that could be gotten for the same, of which sale proper notice should be given of the time in the *London Gazette*; and the said assignees and all other proper parties were to join in such sale, and were to produce before the said master all deeds, papers, and writings relating to the said titles of the said real estates as the said master should direct. AND it was thereby further ordered that the net money arising by such sale should be paid into the hands of the said assignees, subject to the further order of the said court. AND WHEREAS, the said master, by his report in writing, bearing date the day of which was in the year of our lord certified that he had caused two several advertisements to be published in the *London Gazette*, for the sale of the freehold and copyhold or customary estates of the said P. H., the bankrupt, in several distinct lots, and that the same day being appointed by him for the peremptory sale of lots No. 1, No. 2, No. 3, and lot No. 4, parts of the said estates, the said M. G. was the best purchaser of the premises comprised in lot No. 1, at the price of £. upon the terms of his said bidding, which said report, by virtue of the two several further orders of the said court,

Recites an order of Chancery for the sale of the bankrupt's estate before one of the masters of the court.

Master's report of a purchaser.

Witnesseth
in pur-
suance of
the order of
court.

Refers to a
bargain and
sale en-
rolled.

Granting
part.

now stands absolutely confirmed, as in and by the said in part recited indentures, orders, and report, may more fully and at large appear. Now THIS INDENTURE WITNESSETH, that in pursuance of, and in obedience to, the said orders of the court of Chancery, and for and in consideration of the sum of £. of lawful money, &c., by the said M. G. to the said J. G., J. L., and R. W. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof, &c., (which said sum of £., is the same sum mentioned to be the consideration of a certain indenture of bargain and sale quadrupartite, bearing even date herewith, and intended to be enrolled in his majesty's high court of Chancery), and also for and in consideration of the further sum of £., of like lawful money, by the said M. G. and H. C., to every of them the said C. D., G. F., Q. R., J. G., J. L., and R. W., P. H., and C. his wife, in hand, likewise at and before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, they the said C. D., G. F., and Q. R., (at the request and by the direction of the said J. G., J. L., R. W., and P. H., and at the nomination and appointment of the said M. G., testified by their being parties to, and severally sealing and delivering these presents), and also the said J. G., J. L., and R. W., at the like nomination and appointment of the said M. G., testified, &c., HAVE, and each and every of them HATH bargained, sold, aliened, released, and confirmed, and by these presents DO, and each and every of them BOTH bargain, &c. AND the said P. H., and C. his wife, at the like nomination and appointment of the said M. G., and testified as aforesaid, HAVE, and each of them HATH granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents DO, and each of them BOTH grant, &c., unto the said M. G. and H. C. [*in their actual possession, &c., by virtue of a bargain and sale made by the said C. D., G. F., Q. R., J. G., J. L., R. W., P. H., and C. his wife*], and to their heirs and assigns, ALL, &c., and all houses, &c., and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of them the said C. D., G. F., Q. R., J. G., J. L., R. W., P. H., and C. his wife, or every or any of them, of, in, to, or out of the same premises, and every or any part or parcel thereof, both at law and in equity, and all deeds, evidences, and writings, solely touching or concerning the said premises mentioned to be hereby released, or any

part thereof, which they the said C. D., G. F., Q. R., J. G., J. L., R. W., and P. H., or any of them have or hath in their or any of their custody, or can come by without suit at law or in equity, and true copies of all other writings in their or any of their custody or power concerning the premises, or any part thereof, to be written out at the charges of the said M. G., his heirs or assigns, To HAVE AND TO HOLD all and singular the said messuages, &c., mentioned to be hereby granted and released, with their and every of their appurtenances, unto the said M. G. and his heirs (1), TO THE *Habendum.* To the

(1) Taking the conveyance in this manner is frequently in practice, and found useful, as it saves the expense and delay of levying a fine.

But this mode will only bar the dower of the wife of M. G. eventually, *i. e.* in case the trustee survive him. If the trustee die first, M. G. would become solely seised, and consequently his wife would be dowable. M. G. and H. C. are joint tenants of the fee; and therefore if the trustee die first, the whole fee must become vested in M. G., and the consequence as to dower will be as before noticed. If the trustee survive, it will be necessary for him to execute any future conveyance of the premises, as the legal estate would remain in him.

To prevent these inconveniences, the following modes have been suggested.

"To have and to hold the said manor, &c., unto the said E. F., (the trustee), his heirs and assigns; *to the use* of such person and persons, for such estate and estates, interest and interests, and to and for such ends, intents, and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to such powers of revocation and new appointment, and other powers, provisos, conditions, limitations, declarations, and agreements, as the said C. D. shall, at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, direct, limit, or appoint; and in default of, or until such direction, limitation, or appointment, or in case any such should be made, then subject thereto, and when and as the estate or estates, interest or interests, thereby directed, limited, appointed, or created, shall respectively end and determine, and in the meantime subject thereto, and unto such part or parts of the same premises, and all such estate and interest therein, of which no such direction, limitation, or appointment shall be effectually made as aforesaid, *to the use and behoof* of the said C. D. and his assigns, ~~for~~ and during his life; and from and after the determination of that estate by any means in his lifetime, *to the use and behoof* of the said E. F. and his heirs, during the natural life of the said C. D., *In trust*, nevertheless, to and for the only benefit of the said C. D. and his assigns; and from and after the determination of the estate so limited in use to the said C. D., during the life of the said C. D., *to the use and behoof* of the said C. D., his heirs and assigns, for ever; and to and for no other intent, or purpose whatever. *

To have and to hold the said manor, &c., unto the said E. F., (the trustee), his heirs and assigns, *to such use and uses*, and to and for such estate and estates, ends, intents, and purposes, and subject to such conditions, provisos, charges, powers of revocation, and declarations, as he the said C. D., by any deed or deeds, writing or writings, or by his last will and testament, or writing purporting to

* See 1 FEARNE on Contingent Remainders, 509, n. *.

of the purchaser and a trustee to prevent the purchaser's wife being dowerable.

USE of the said M. G. and H. C., their heirs and assigns. NEVERTHELESS, as to the estate and interest hereby limited to the said H. C., his heirs and assigns, of and in the said premises, IN TRUST for the said M. G., his heirs and assigns, and to be from time to time conveyed and disposed of as he or they shall direct or appoint, and upon no other trust, and for no other use, intent, or purpose whatsoever.

Covenant to levy a fine.

AND for the further and better conveying and assuring the said, &c., mentioned and intended to be hereby released, with the appurtenances, and for the barring and extinguishing all such dower and right and title to dower, which the said C., the wife of the said P. H., hath or can, or hereafter may have, claim, challenge, or demand, in, to, or out of the same premises, IN the said P. H., for himself, his heirs, executors, and administrators, and for the said C. his wife, doth hereby covenant, promise, and agree, to and with the said M. G., his heirs and assigns, that they the said P. H., and C. his wife, shall and will, as of term last, term next ensuing, or of some other subsequent term, at the request of the said M. G., his heirs and assigns, but at the costs and charges in the law of the said J. C., J. L., and R. W., assignees of the estate and effects of the said P. H. the bankrupt, acknowledge and levy in due form of law before the justices of his majesty's court of Common Pleas at *Westminster*, one or more fine or fines, *sur*, &c., to be engrossed, recorded, and sued forth with proclamations, according to the statute in such case made and provided, and the common course of fines with proclamations there used, unto the said M. G. and H. C., their heirs and assigns, or the heirs or assigns of one of them, of the said messuage, &c., mentioned to be hereby released as aforesaid, with the appurtenances, by such apt and convenient name or names, and other descriptions, as will effectually comprise the same, and shall for that purpose be thought fit

be such, to be by him signed, sealed, and delivered, in the presence of, and attested by, two or more credible witnesses, shall limit, direct, and appoint; and in default of, and until such limitation, direction, or appointment, shall be made; or, in case such limitation, direction or appointment shall be so made, and not extend to the whole of the said premises, or to the fee-simple of and in the same, then as to such part of the premises, or to such part of the inheritance to which the same shall not extend, to the use of the said E. F., his executors and administrators, during the natural life of the said A. B., in trust for him the said A. B. and his assigns, during the term of his natural life; and from and immediately after the determination of such estate hereby limited to the said E. F., his executors, &c., and in the meantime subject thereto, to the use and behoof of him the said A. B., his heirs and assigns, for ever. *

* See *Batl. n. (1)* to *Co. Litt. 379, b.*—and *Index tit. Dower.*

and requisite; AND it is hereby declared and agreed, by Declaration and between the said parties to these presents, that as of uses of well the said fine or fines as aforesaid, or in any other fine. manner to be levied, as also from and immediately after the perfecting thereof, all and every other fine and fines, common recovery and common recoveries, conveyances, and assurances in the law whatsoever, already had, made, acknowledged, levied, suffered, or executed, or hereafter to be had, &c., of the said messuage, &c., mentioned to be hereby granted and released, or any of them, or any part thereof, either by themselves, or jointly with any other messuages, lands, or hereditaments, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is, or shall or may be parties or party, or privies or privy, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, and is and are hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be and enure to the use of the said M. G. and H. C., their heirs and assigns: NEVERTHELESS, as to the estate of the said H. C., his heirs and assigns, IN TRUST, &c., (*ut supra*). AND the said C. D., G. F., and Q. R., for themselves and their respective heirs, executors, and administrators, do, and every of them doth, hereby, jointly and severally covenant and declare to and with the said M. G., his heirs and assigns, that they the said C. D., G. F., and Q. R., have not nor hath at any time heretofore made, done, or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the said messuages, &c., mentioned to be hereby released, or any of them, or any part thereof, are, is, or can, or may be impeached or incumbered in title, charge, estate, or otherwise howsoever. AND the said J. G., J. L., and R. W., every of them separately and apart for himself, and for his respective heirs, executors, and administrators, and for his own acts only, and not jointly, or one of them for the other, or the acts, deeds, or defaults of each other, do hereby severally covenant and declare to and with the said M. G., his heirs and assigns, that they the said J. G., J. L., and R. W., respectively have not at any time heretofore made, done, or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby, or by means whereof, the said messuages mentioned to be hereby released as aforesaid, or any of them, or any part thereof, are, is, can, or may be impeached or incumbered in title, charge, estate, or otherwise howsoever. AND the said P. H., for himself, his heirs, executors, and administrators, doth hereby

Covenant from the mortgages that they have not incumbered.

Like covenant separately from the assignees.

Covenant from bank-

rupt that
himself,
mortgagees
and assign-
ees are
seised in
fee.

Right to
convey.

For quiet
enjoyment.

Free from
incum-
brances.

For further
assurance.

covenant, promise, and agree to and with the said M. G., his heirs and assigns, by these presents, in manner following; (that is to say), that for and notwithstanding any act, matter, or thing whatsoever, by the said P. H. done, or wittingly or willingly suffered to the contrary, they the said C. D., G. F., Q. R., J. G., J. L., R. W., and A. H., or some or one of them, at the time of the sealing and delivery of this indenture, are or stand, or is or standeth lawfully and rightfully seised of and in the said messuage, &c., mentioned to be hereby granted and released as aforesaid, of a good, true, perfect, absolute, and indefeasible estate of inheritance in fee simple, without any manner of condition, contingent proviso, power of limitation of new or other use or uses, or any other restraint, matter, or thing whatsoever, to defeat, alter, change, charge, or to determine the same. AND that they the said C. D., G. F., Q. R., J. G., J. L., R. W., and P. H., and C. his wife, some or one of them, (for and notwithstanding any such act, matter, or thing as aforesaid), now have in themselves, or one of them hath himself or herself, full power and lawful and absolute authority by these presents, and the fine hereinbefore covenanted to be levied, to bargain, sell, release, and assure, all and singular the said messuages, &c., mentioned to be hereby released as aforesaid, with their appurtenances, unto and to the use of the said M. G. and H. C., their heirs and assigns, IN TRUST for the said M. G., his heirs and assigns, for ever, in manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that the said M. G., his heirs and assigns, shall and lawfully may, from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, and enjoy the said messuages, &c., mentioned to be hereby released as aforesaid, with their appurtenances, and receive and take the rents, issues, and profits thereof, to his and their own proper use and uses, without the let, suit, hindrance, interruption, or denial of him the said P. H., his heirs or assigns, or any other persons lawfully claiming or to claim any estate, right, title, trust, or interest of, in, or to the same, or any part thereof, by, from, or under him. AND that free and clear, and freely and clearly acquitted, exonerated and discharged of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, entails, rents, and arrears of rents, statutes, judgments, recognizances, titles, charges, and incumbrances whatsoever, made, done, or suffered by him the said P. H. AND MOREOVER, that the said P. H., and all and every other person and per-

sons whomsoever, having or lawfully claiming, or who shall or may hereafter lawfully have or claim, any estate, right, title, trust, or interest of, in, to, or out of the said messuage, &c., mentioned to be hereby released as aforesaid, or any part or parcel thereof, by, from, or under him. (other than and except, &c.), shall and will, from time to time, and at all times hereafter, at and upon the reasonable request, and at the proper costs and charges in the law of the said M. G., his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, &c., all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying and assuring the said messuages, &c., mentioned to be hereby released, with their appurtenances, unto and to the use of the said M. G., his heirs and assigns, or to such person or persons, as he or they shall nominate or appoint, be the same by fine or fines, common recovery or common recoveries, or any other matter of record or otherwise howsoever, as by the said M. G., his heirs or assigns, or his or their counsel, shall be lawfully and reasonably devised, or advised and required; so as such further assurances contain in them no further or other covenants or warranties, than against the person or persons who shall be required to make and execute the same, and against his, her, and their own heirs, acts, and deeds respectively, and so as no person be compelled or compellable to go or travel from the place of his or their respective abodes, for the doing thereof. IN WITNESS, &c.

Release to make a Tenant to the Præcipe for suffering a Recovery.

THIS INDENTURE tripartite, made, &c., between Sir W. W. W. of, &c., bart., of the first part; F. C., of, &c., gent., of the second part; and Sir W. B., of, &c., of the third part.

WITNESSETH, that as well for docking, barring, and extinguishing all estates-tail, and reversion or reversions expectant or dependant thereupon, of and in the manors, &c., hereinafter mentioned and described, as for limiting the same in manner hereinafter expressed or declared, and for and in consideration of the sum of 10s. of lawful, &c., by him the said F. C. to the said Sir W. W. W. in hand, at or before the sealing and delivery of these presents well and truly paid, the receipt, &c., he the said Sir W. W. W., HATH granted, bargained, sold, released, and confirmed, and by these presents

General
words for a
manor.

DOTH grant, &c., unto the said F. C., (in his actual possession, &c.), his heirs and assigns, ALL those the manors, messuages, &c., together with all houses, out-houses, edifices, buildings, barns, stables, court, court-yards, backsides, gardens, orchards, tofts, curtilages, lands, tenements, woods, underwoods, commons, common of pasture and turbery, liberties, wastes, furze, heaths, moors, mountains, marshes, waters, fishing-ware, ponds, pools, passages, courts, courts-leet, courts-baron, views of frankpledge, perquisites and profits of courts and leets, and all that to court-leet and court-baron and views of frankpledge doth belong or appertain, deodands, waifs, estrays, goods and chattels of felons and fugitives, escheats, reliefs, fines, amerciaments, liberties, privileges, royalties, jurisdictions, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said manors or lordships, or reputed manors, &c., or any part or parcel thereof, or of any part thereof belonging or appertaining. AND ALSO all and all manner of tithes whatsoever, yearly or otherwise coming, growing, arising, renewing, increasing, or happening, from, by, or out of all or any of the said premises, or any part or parcel thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and every part and parcel thereof. AND all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of the said Sir W. W. W., of, in, or to the said several manors or lordships, or reputed manors, &c., mentioned or intended to be hereby released, or any of them, or any part or parcel thereof, with their and every of their appurtenances. *Habendum.* TO HAVE AND TO HOLD, the said manors or lordships, or reputed manors, &c., and all and singular other the premises mentioned to be hereby granted and released, or intended so to be, with their respective rights, members, and appurtenances, unto the said F. C., his heirs and assigns, to the intent that he the said F. C., may become perfect tenant of the freehold of all and singular the premises hereby granted and released as aforesaid, to the end and in order, that five or more good and perfect common recoveries, (*viz.*) one in each of the said counties of, &c., shall and may be thereof had and suffered in such manner as is herein-after mentioned; for which purpose, it is hereby declared and agreed by and between the parties to these presents, that it shall and may be lawful to and for the said S. W. B., in quality of demandant, before the end of the (1) next great sessions, to be holden and kept in

(1) The premises lay in Wales.

and for the several counties, at the proper costs and charges of the said Sir W. W. W., to sue forth and prosecute five or more writs of *quod ei deforceat* in the nature of writs of entry *sur disseisin in le post* at the common law, thereby demanding the said hereby granted and released manors, &c., and every of them, against the said F. C., by such apt and convenient name and names as shall be thought fit; to which writ the said F. C., either in his own proper person, or by his attorney or attornies lawfully authorized, shall also appear and enter into warranty, and vouch over to warrant the aforesaid premises the common vouchee, who shall likewise appear and enter into warranty, and imparl, and after imparlance shall make default, and thereupon such further and other proceedings shall be had, and all such act and acts shall be done and executed as shall or may be necessary for the suffering good, perfect, common recoveries, with double voucher, of the said hereby granted and released manors, &c., and of all and every the premises aforesaid, with their and every of their appurtenances, according to the course, order, and form of common recoveries, with double voucher for assurance of lands in such cases used in the said courts of great sessions, and agreeable to the true intent and meaning of these presents. AND it is hereby declared and agreed by and between all and every the said parties to these presents, to be the true meaning of these presents, and of the said parties, that as well the said common recoveries and every of them so as aforesaid, or in any other manner to be had and suffered, as also all and every other common recovery and recoveries, fine and fines, conveyances and assurances in the law whatsoever already had, made, done, acknowledged, levied, suffered, or executed, or hereafter to be had, &c., by and between the said parties to these presents, or any of them, or whereunto they or any of them are, is, or shall be party or parties of all and singular the hereinbefore granted and released premises, or any of them, or any part or parts of the same, either alone or together, with any other manors, &c., shall, immediately after the making, suffering, executing, and perfecting thereof, be and enure, and is and are hereby declared to have been, at the time of the making, levying, suffering, and executing thereof, meant and intended to be and enure, and the recoveror in the said recoveries, and his heirs, shall stand and be seised of the said hereinbefore mentioned to be hereby granted and released manors, &c., and of all and singular other the premises hereinbefore mentioned and described, with their and every of their rights, members,

Uses of the
recovery de-
clared.

RELEASES, OR CONVEYANCES.

and appurtenances, to the only proper use of the said Sir W. W. W., party hereto, his heirs and assigns, for ever, and to no other use, intent, or purpose whatsoever. IN WITNESS, &c.

Conveyance from Assignees of a Bankrupt, of Lands purchased by the Bankrupt previous to the Commission, as a Trustee to the Person to whom the Purchase Money belonged.

THIS INDENTURE, made, &c., between A. B., C. D., and E. F., assignees of the estate and effects of S. M., T. G., and W. M., bankers and copartners, of the first part; the said T. G., of the second part; and the said E. F., [*the purchaser*], of the third part; and [*trustee*], of the fourth part.

Recitals.

WHEREAS, by indentures of lease and release, bearing date respectively, &c., the indenture of release being made or expressed to be made between, &c., IN CONSIDERATION of the sum of £. to the said, &c., expressed to be paid by the said T. G., and for other the considerations therein mentioned; ALL, &c., together with the rights, members and appurtenances, were conveyed and assured unto and to the use of the said T. G., his heirs and assigns, for ever. And by the now reciting indenture, divers fixtures, articles, matters and things, mentioned and described in a certain schedule or particular, thereunder written, (being the fixtures, articles, matters and things, also mentioned and described in the schedule or particular hereunder contained), were assigned unto the said T. G., his executors, administrators, and assigns. AND WHEREAS, by indentures of lease and release, bearing date respectively, &c., and made, or expressed to be made between, &c., in consideration of £., to, &c., expressed to be paid by the said T. G., ALL, &c., together with the rights, members, and appurtenances, were conveyed and assured unto, and to the use of the said T. G., his heirs and assigns, for ever. AND WHEREAS, by indenture of lease and release, bearing date, &c., and made between, &c., in consideration of £., ALL, &c., were conveyed and assured unto, and to the use of the said T. G., his heirs and assigns, for ever. AND WHEREAS, the said several sums of £., £. and £., the consideration monies for the several conveyances, hereinbefore in part recited, amounting together to the sum of £., were in point of fact, paid out of the monies belonging to the said E. F., and the name of the said T. G. was inserted in the said several in part recited indentures, as a trustee for the said E. F., as the said T. G. and also the said assignees do hereby

respectively acknowledge, and testified by their executing these presents. AND WHEREAS, a commission of bankrupt under the great seal of *Great Britain*, bearing date on or about the, &c., was awarded against the said T. G. and W. M., and they were found and duly declared bankrupts, and all the estate and effects, both real and personal, of the said S. M., T. G. and W. M., were by indenture of bargain and sale, bearing date on or about the day of in the year and made, or expressed to be made, between R. T., esq., and G. A., gent., (the major part of the commissioners named and authorized in and by the said commission), of the first part; the said S. M., T. G. and W. M., of the second part; and the said A. B., C. D. and E. F., of the third part; and since enrolled in his majesty's high court of Chancery; and by, or by means of an indenture of assignment, bearing date on or about, &c., and made, or expressed to be made, between J. P., of, &c., of the first part; R. T., J. W., R. C. and G. H., of the second part; and the said [*bankrupts*] of the third part; and the said [*assignees*] of the fourth part; duly bargained, sold, and assigned, by the said commissioners, to the said [*assignees*], their heirs, executors, administrators and assigns, IN TRUST, for themselves, and the other creditors of the said [*bankrupt*], who had sought, or who in due time should seek relief under the said commission.

AND WHEREAS, at a meeting of the major part in value of the creditors, who had proved their debts under the said commission, and also under another commission of bankrupt, awarded and issued against the said T. G., together with, &c., being a meeting holden at the inn, in, &c., aforesaid, on or about, &c., last past, pursuant to notice for that purpose given in the *London Gazette*. It was resolved by the creditors, then and there present, that the said assignees might, and they were thereby authorized and empowered, at the expense of the said E. F., his heirs and assigns, to release and convey the said messuages, lands, and hereditaments, respectively mentioned in the said advertisement, (being the messuages, lands, and hereditaments respectively described in the recitals hereinbefore contained, or some or one of them, and hereby released, or otherwise assured), unto and to the use of the said J. C., his heirs and assigns, or unto such other person or persons, as he or they should direct or appoint; the said creditors being satisfied that the same were conveyed to the said T. G., his heirs and assigns, as a trustee only for the said E. F., his heirs and assigns, and that the said E. F. paid the whole purchase money for the same, and all costs, charges, and expenses attending the conveyance

Recital of the commission of bankrupt, and of the real and personal estate of the bankrupt being bargained, sold, and assigned to the assignees, in trust for the creditors.

Recital of a meeting of the creditors.

The resolution.

thereof, to the said T. G., which said resolution and direction or authority, appears by a certain writing under the hand of the said creditors, and bearing date on or about the said day of last. AND WHEREAS, the said E. F. hath requested that the said messuage, lands, and hereditaments, should be conveyed to the uses, upon the trusts, and in manner hereinbefore limited and expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said resolution and direction, or authority, and in consideration that the said several sums of, &c., (amounting in the whole to the sum of l. as aforesaid), were really and *bonâ fide* paid by, or out of the monies belonging to the said E. F. as aforesaid. And that the name of the said T. G. was inserted in the said several in part recited indentures of lease and release respectively, as a trustee for the said E. F. AND ALSO, in consideration of 5s. of, &c., to each of them, the said [assignees], and T. G., well and truly paid by the said [trustee], before the execution of these presents, the receipt whereof is hereby acknowledged. They the said [assignees], with the privity and approbation of the said T. G., testified by his execution of these presents, HAVE and each and every of them hath bargained, sold, and released; and by these presents doth, &c. And the said T. G. hath granted, bargained, sold released, ratified and confirmed; and, &c., unto the said [trustee] his heirs and assigns, for ever; (in the actual possession of the said [trustee], now being by virtue of a bargain and sale thereof made to him by the said [assignees] and T. G., in consideration of 5s., by indenture, &c., and by force of the statute made for transferring uses into possession). All and singular the said messuage, pieces or parcels of land, mentioned or described in the recitals hereinbefore contained, or some of them, and which by the hereinbefore in part recited indentures of lease and release respectively, were conveyed and assured unto and to the use of the said T. G., his heirs and assigns, in manner aforesaid, or expressed, or intended so to be, and every part and parcel of the same hereditaments; all which said messuage, lands, and hereditaments, are now in the tenure or occupation of the said E. F., his under-tenants, or assigns; and all houses, out-houses, edifices, buildings, underwoods, and the ground and soil thereof. And the reversion, &c., and all the estate, &c. TO HAVE AND TO HOLD the messuage, pieces or parcels of land, hereditaments, and all and singular other the premises hereby released or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances, unto

Witnessing
part.

Granting
part.

Parcels.

Habendum.

the said [*trustee*], his heirs and assigns, for ever; nevertheless, TO THE USES, UPON THE TRUSTS, and for the ends, intents and purposes hereinafter limited, expressed, and declared, of and concerning the same; (that is to say), TO SUCH USES, UPON SUCH TRUSTS, and for such ends, intents, and purposes, and with, under, and subject to such powers, provisos, declarations, and agreements, as the said E. F. shall from time to time direct, limit, or appoint; and in default of, and until such direction, limitation and appointment, and from time to time subject thereto. TO THE USE of the said E. F., his heirs and assigns, during his life, and after the determination of that estate by any means, then to the use of the said [*trustee*] and his heirs, during the life of the said E. F., IN TRUST, for him and his assigns, and to the intent that no wife of the said E. F. may be entitled to dower, in or out of the said hereditaments, and from and after the determination of all the uses or estates hereinbefore limited. Then to the use of the said E. F., his heirs and assigns, for ever.

AND THIS INDENTURE ALSO WITNESSETH, that for the consideration hereinbefore expressed, they the said [*assignees*], and T. G., have, and each of them hath bargained, sold, assigned, transferred and set over, and also released, and by these presents, do, &c., unto the said E. F., his heirs, executors, administrators and assigns, all the estate, right, title and interest of them, the said [*assignees*], and T. G., of and in all the fixtures, articles, matters, and things, mentioned and described in the schedule or particular hereunder written. To HAVE AND TO HOLD the said fixtures, matters and things hereby assigned and released, or otherwise assured, or intended so to be, unto the said E. F., his heirs, executors, administrators, and assigns, to and for his and their own proper and absolute use and benefit, for ever. And each of them the said [*assignees*], severally, separately, and apart from the others of them, doth hereby for himself, his heirs, executors, and administrators, and as, to, for, and concerning his own acts, deeds and defaults only; covenant and declare, to and with the said E. F., [*that they had done no act to incumber*]. IN WITNESS, &c.

Uses to prevent dower.

Assignment of fixtures.

RELEASES, OR CONVEYANCES.

Release from a Vendor to a Purchaser, of a Messuage and Hereditaments, grounded upon a Lease for a Year, with an Assignment of a Term of 500 Years, in Trust, to attend the Inheritance.

Parties. THIS INDENTURE, made the day of &c., 18 between [vendor], of, &c., of the one part; and [purchaser], of, &c., of the other part (1).

Recital. WHEREAS, by an indenture, of release bearing date the day of 18 (grounded upon a lease for a year, dated the day next before the day of the date thereof), and the said release being made, or expressed to be made, between A. B., of, &c., of the one part; and the said [vendor] of the other part (2). IT IS WITNESSED, that in consideration of the sum of £., paid by the said [vendor], to the said [purchaser], he the said A. B., did grant and release unto the said [vendor], his heirs and assigns, ALL that the messuage, tenement, or dwelling house, land, hereditaments and premises hereinafter described, and intended to be hereby granted and released, with the appurtenances thereunto belonging; To HOLD the same unto and to the use of the said vendor, his heirs and assigns, for ever. AND WHEREAS, the said [vendor] hath contracted and agreed with the said [purchaser], for the absolute sale to him (3) of (4) the messuage, tenement, or dwelling house, hereditaments and premises hereinafter described, and intended to be hereby granted and released, and the fee simple and inheritance thereof in possession, free from incum-

Contract.

(1) If the [vendor] claims title under a will or other instrument, the same should be recited: if a will, the same may be recited shortly, thus, "WHEREAS, under and by virtue of the last will and testament of A. B., late of deceased, bearing date, &c., the messuage, &c. hereinafter described, and intended to be hereby granted and released, were devised unto the said [vendor], his heirs and assigns, for ever, for his own absolute use and benefit."

(2) Or the lease and release may be recited thus, "WHEREAS, under and by virtue of certain indentures of lease and release, dated respectively on or about the and days of 18 and made between, &c., the messuage, &c., hereinafter described, and intended to be hereby granted and released, were conveyed or otherwise assured unto and to the use of the said [vendor], his heirs and assigns, for ever."

(3) If the conveyance is of a reversion or remainder, say, "ALL that the reversion or remainder of him the said [vendor], expectant upon, and to take effect in possession immediately from and after the decease, or other sooner determination of the estate for life, of, &c., (as the case may be), of and in all," &c.

(4) If the conveyance be of a moiety, only say, "ALL that the undivided moiety or half part, the whole into two equal parts to be divided, of him the said [vendor], of and in all; [or other portions], say, "ALL undivided part or share of him the said [vendor], the whole into equal parts to be considered as divided, of and in all, &c." If the [vendor] is entitled to an estate for life, say, "ALL, &c., for and during the natural life of him the said [vendor] or other cestui que vie." (as the case may be).

brances, at or for the price or sum of *l.* (5) Now **THIS** Witnessing
INDENTURE WITNESSETH, that in pursuance of the said part,
 agreement, and for carrying the same into execution;
 and in consideration of the sum of *l.* of lawful the consi-
 money of *Great Britain*, by the said [*purchaser*] to the deration,
 said [*vendor*], in hand, well and truly paid, at or before
 the sealing and delivery of these presents; the receipt
 whereof the said [*vendor*] doth hereby acknowledge,
 and doth admit the same to be in full for the absolute
 purchase of the (6) messuage, tenement, or dwelling
 house, hereditaments and premises hereinafter described,
 and intended to be hereby granted and released, with
 the appurtenances, and of and from the same, and every
 part thereof, doth acquit, release, and for ever discharge
 the said [*purchaser*], his heirs, executors, administrators,
 and assigns, for ever, by these presents. He the said the grant-
 [*vendor*] hath granted, bargained, sold, released and ing part,
 confirmed, and by these presents doth, &c., unto the
 said [*purchaser*], (in his actual possession now being
 by virtue of a bargain and sale to him thereof made, by
 the said [*vendor*], in consideration of the sum of *5s.*, by
 an indenture of bargain and sale, dated the day next
 before the day of the date, and executed before the en-
 sealing and delivery of these presents, for the term of a
 year, and commencing from the day next before the day
 of the date of the same indenture of bargain and sale,
 and by force of the statute made for transferring uses in-
 to possession), and to his heirs and assigns (7), **ALL**, &c.
 together with all and singular houses, out-houses, edifices,
 buildings, barns, stables, yards, gardens, orchards,
 feedings, pastures, commons, and all commonable lands,
 timber, and other trees, woods, underwoods, hedges,
 ditches, mounds, fences, ways, waters, water-courses,
 privileges, commodities, advantages, and appurtenances,
 to the same belonging or appertaining, or deemed, used,
 taken or enjoyed, as part, parcel, or member thereof (8).
AND the reversion and reversions, remainder and the rever-
 mainders, yearly and other rents, issues and profits, sion, &c.
 of all and singular, the said messuage or tenement,
 lands, hereditaments and premises, hereby granted and

(5) If the conveyance is intended to be conveyed to prevent
 dower, in which case [a trustee] must be a party in this precedent of
 the third part, say, "AND WHEREAS, the said [*purchaser*] hath re-
 requested the said [*vendor*] to convey the same hereditaments and
 premises to the uses, upon the trust, and with the power hereinafter
 declared and contained, for the purpose of preventing any wife of his
 from being dowable thereof."

(6) If a reversion or remainder, &c., (see note 3). If a moiety,
 &c., (see note 4).

(7) If a reversion or remainder, (see note 3). If a moiety, &c.,
 (see note 4).

(8) If a life estate, omit the part of "the reversion," &c.

Estate. released, or intended so to be. And all the estate, right, title, interest, inheritance, reversion, use, trust, possession, claim and demand whatsoever, both at law and in equity, of him the said [*vendor*], of, in, and to the same premises, and every part and parcel thereof.

Habendum. TO HAVE AND TO HOLD, the said (9) messuage or tenement, lands, hereditaments, and premises, and all and singular other the premises, hereby granted and released, or expressed and intended so to be (10), unto the said

Uses. [*purchaser*], his heirs and assigns, [*to the use of the said purchaser, his heirs and assigns, for ever*]; (or if to prevent dower), say, to such uses, upon such trusts, and to and for such intents and purposes, and with, under, and subject to such powers, provisos, agreements, and declarations, as the said [*purchasers*] shall, by any deed or deeds, writing or writings, with or without power of revocation and new appointment, to be by him sealed and delivered, in the presence of, and attested by two or more credible witnesses, from time to time direct, limit or appoint, and for default of, and until such direction, limitation, or appointment, and so far as no such direction, limitation or appointment shall extend, and in the meantime subject thereto; TO THE USE of the said [*purchaser*] and his assigns, during his life, without impeachment of waste, and after the determination of that estate by forfeiture or otherwise in his lifetime, TO THE USE of the said [*trustee*] and his heirs, during the life of the said [*purchaser*], IN TRUST, for the said [*purchaser*] and his assigns, during his life, and to prevent any wife of the said [*purchaser*] from being entitled to her dower, out of, or in the premises, or any part thereof. And after the determination of the estate so limited in use to the said [*trustee*] and his heirs, during the life of the said [*purchaser*] as aforesaid; to the use of the said [*purchaser*], his heirs and assigns, for ever. And the said [*vendor*], for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, with and to the said [*purchaser*], his heirs, appointees and assigns, by these presents, in manner following; (that is to say), that for and notwithstanding any act, deed, matter or thing by him the said [*vendor*], or any person or persons, lawfully claiming from, under, or IN TRUST for him, made, done, committed, executed, or suffered to the contrary, he, the said [*vendor*], now is lawfully,

Covenants absolutely seized.

(9) If a reversion, &c., (see note 3). If a moiety, &c., (see note 4).

(10) If a life estate, say, "unto and to the use of the said [*purchaser*] his heirs and assigns, for and during the natural life of the said [*vendor*], or other *cestui que vie*, (as the case may be).

rightfully and absolutely seized of, or well entitled to the (11) message or tenement, lands, hereditaments and other the premises hereby released, or intended so to be, and every part thereof, for an absolute and indefeasible estate of inheritance in fee simple, without any condition, use, trust, power of revocation, or other restraint, cause, matter or thing whatsoever, to alter, defeat, incumber, revoke or make void the same. And that for and notwithstanding any such act, deed, matter or thing as aforesaid, he the said [*vendor*] now hath in himself good right, full power, and lawful and absolute authority, to grant, release and convey the (12) said message or tenement, and other hereditaments hereby released, or intended so to be, with their appurtenances, unto and to the use of the said [*purchaser*], his heirs and assigns (13), in manner aforesaid, and according to the true intent of these presents. And that it shall and may be lawful for the said [*purchaser*], his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said (14) message or tenement, lands and other hereditaments, hereby released or intended so to be, with their appurtenances; and to receive and take the rents, issues, and profits thereof, and every part thereof, to and for his and their own use and benefit (15), without any let, suit trouble, eviction, claim or demand whatsoever, of or by the said [*vendor*], or any person or persons lawfully claiming from, under, or in trust for him; and that free and clear, and freely and clearly acquitted, exonerated, and for ever discharged, or otherwise, by the said his heirs, executors, or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all former and other gifts, grants, bargains, sales, jointures, dowers, uses, trusts, entails, wills, statutes, judgments, executions, rents, sums of money, forfeitures, re-entries, and all other estates, titles, charges, troubles and incumbrances whatsoever, had, made, executed, or suffered by the said [*vendor*], or any person or persons lawfully claiming or to claim, from, under, or in trust for him, them, or any of them respectively. And further, that he the said [*vendor*], and his heirs, and all and every other person and persons whosoever, having or claiming, or who shall or may have, or claim any estate, right, title, or interest at law, or in equity,

Good right to convey.

For peaceable possession.

free from incumbrances;

and for further assurance.

(11) If a reversion or remainder, (see note 3).

(12) If a moiety or other part, (see note 4).

(13) If a life estate, (see note 5).

(14) (See note 4).

(15) (See note 5).

RELEASES, OR CONVEYANCES.

in, to, or out of the said (16) messuage, lands, and other hereditaments, hereby released, or intended so to be, or any of them, or any part thereof, from, under, or IN TRUST for him the said [*vendor*], shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at all the proper costs and charges of the said [*purchaser*], his heirs, [*appointees*], or assignees, make, do, and execute, or cause and procure to be made, done and executed, all and singular such further and other lawful and reasonable acts, deeds, things, conveyances and assurances in the law whatsoever, for the further, better, more absolutely granting, conveying, and assuring the said (17) messuage or tenement, lands, and other hereditaments hereby released or intended so to be, and every part thereof (18), with their appurtenances, to the use of the said [*purchaser*] his heirs and assigns, [*and if the conveyance is for the purpose of preventing dower, say*] to, and upon the uses and trusts, and with the power hereinbefore declared and contained, of and concerning the same, [*for the benefit of the said vendor*], his heirs or assigns; as by him, or them, or his or their, or any of their counsel in the law, shall be reasonably devised or advised, or required. AND WHEREAS, by an indenture, bearing date the day of and between E. F., as therein described, of the one part; and G. H., as therein also described of the other part: the (19) messuage or tenement, lands, hereditaments and premises, hereinbefore described, and also granted and released, or otherwise assured or intended so to be, were granted and demised unto the said E. F., his executors, administrators, and assigns, for the term of 500 years, by way of mortgage only, for securing the repayment of the sum of l. with interest, which has been long since paid off and satisfied. AND WHEREAS, by divers mesne assignments and assurances in the law, and eventually by the hereinbefore in part recited indenture of the day of 18 the said (19) messuage or tenement, land, hereditaments and premises, with the appurtenances hereinbefore described, and also granted and released, or intended so to be, were assigned to, and become vested in the said [*trustee*], for all the residue and remainder of the said term of 500 years, IN TRUST for the said [*vendor*], his heirs and assigns, and to attend the inheritance of the said hereditaments and premises.

Recital of
the creation
of mortgage
term.

(16) If a reversion or remainder, (*see note 3*).

(17) If a moiety or other portion, (*see note 4*).

(18) If a life estate, (*see note 5*).

(19) (*See note 4*).

AND WHEREAS, upon the treaty for the purchase of the said hereditaments, it was stipulated and agreed between the said [*vendor and purchaser*], that the said term of 500 years, and the premises therein comprised, should be assigned for the residue thereof to a [*trustee*], to be nominated by the said [*purchaser*,] in trust for him the said [*purchaser*,] and the said [*trustee*] hath been nominated by him accordingly. NOW THIS INDENTURE ^{Assignment of the term.} WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of 5*s*. of lawful money of Great Britain, by the said [*trustee*] for vendor, to the said [*trustee*] purchaser, in hand, well and truly paid, the receipt whereof is hereby acknowledged. He the said [*trustee*] ["] at the request and by the direction of the said [*vendor*], and at the nomination and appointment of the said [*purchaser*], hath bargained, sold, assigned, transferred, and set over, and by these presents, doth bargain, sell, assign, transfer, and set over unto the said [*trustee*] for purchaser, his executors, administrators, and assigns, (20) ALL and singular the said messuage, tenement, or dwelling house, lands, hereditaments, hereinbefore mentioned and described and comprised in the hereinbefore recited indenture of demise or mortgage, of the day of ^{Testified, &c.} hereinbefore granted and released, and intended to be hereby assigned, with the appurtenances, or by whatsoever other name or names, description or descriptions, the same now are, or at any time heretofore have been known by, or described. And all the ^{Premises.} estate, right, title and interest [*of him the said trustee*] for vendor, of, in, and to the same, and every part thereof, TO HAVE AND TO HOLD the messuage or tenement, land, hereditaments and premises hereby assigned, or intended so to be, with the appurtenances, unto the said [*trustee*] for purchaser, his executors, administrators, and assigns, for and during all the rest, residue and remainder now to come and unexpired, of the said term of 500 years therein. IN TRUST, nevertheless, for the said [*purchaser*], his heirs and assigns, and to be assigned and disposed of from time to time, as he or they shall direct or appoint, and in the mean time, in trust, to permit the residue of the same term to attend the reversion, freehold, and inheritance of the said hereditaments and premises, in order to protect the same from all mesne and intervening charges and incumbrances, (if such there be). AND the said [*trustee*] for vendor, doth hereby for himself, his executors and administrators, covenant and declare to and with the said [*trustee*] for purchaser, his executors, administrators, and assigns, that he the said [*trustee*] for vendor, hath not at ^{Estate.} ^{Covenant from trustee that he has not encumbered.}

RELEASES, OR CONVEYANCES.

any time heretofore, made, done, committed, executed, or suffered, or caused or procured to be made, done, committed, executed, or suffered any act, deed, matter, or thing whatsoever, whereby the said (21) messuage, tenement, or dwelling house, land, hereditaments and premises hereinbefore described, and hereby assigned or intended so to be, or the said term of 500 years, are, is, can, shall, or may be surrendered, forfeited, charged, or incumbered, in title, estate, or otherwise howsoever. IN WITNESS, &c.

(21) See note 4.

Release or Conveyance from Widow and Heir Apparent.

Parties.	THIS INDENTURE, made, &c., between E. M., of, &c., widow, and W. M., of the same place (the only son and heir-apparent of the said E. M.) esq., of the one part; and T. C., of, &c., of the other part.
Recital.	WHEREAS, by indentures of lease and release, bearing date respectively the and days of now last past, the release being made between the said E. M. and W. M., of the one part; C. T. A., of in the county of <i>Middlesex</i> , esq., of the second part; and J. W., of, &c., gent., of the other part; and by a common recovery thereupon suffered, as of Easter term last, in which the said E. M. and W. M. were vouched and vouched over the common vouchee. And by a certain other indenture, bearing date the day of last, and made between the said E. M. and W. M., of the one part; and the said C. T. A. of the other part. And by a fine also levied as of Easter term, the pieces or parcels of land and hereditaments hereinafter partly described and mentioned, and intended to be hereby released, with the appurtenances, (together with divers other hereditaments), were conveyed and assured, and do now stand settled and limited to the use of the said E. M. and W. M., their heirs and assigns, for ever. AND WHEREAS the said E. M. and W. M., have contracted and agreed with the said T. C., for the sale to him of the inheritance in fee simple in possession, free from incumbrances, of and in the pieces or parcels of lands, hereditaments, and premises hereinafter described, and hereby granted and released, or intended so to be, at or for the price or sum of l. Now THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the sum of l., of, &c., to the said E. M. and W. M. in hand, well and truly paid, by the said T. C., (the receipt, &c.; in full for the said purchase money), accordingly they
Consideration.	

the said E. M. and W. M. do hereby acknowledge, and of and from the same and every part thereof, doth acquit, &c., they the said E. M. and W. M. hath granted, bargained, sold, released, and confirmed, and by these presents doth, &c., unto the said T. C., (in his actual possession, &c.), and to his heirs and assigns, ALL, &c.; all which said hereditaments and premises are more particularly delineated and described in the plan or ground plot thereof, drawn in the margin of these presents, together with all singular rights, &c., and the reversion, &c., and all the estate, &c.; TO HAVE AND TO HOLD the said pieces or parcels of land, hereditaments, and premises mentioned, and intended to be hereby released, with the appurtenances, unto the said T. C., his heirs and assigns, to the only proper use and behoof of the said T. C., his heirs and assigns for ever. *And the said E. M. and W. M., jointly and severally, and for their respective heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said T. C., his heirs and assigns, in manner following; (that is to say), that they the said E. M. and W. M., now are, or one of them is lawfully seized, &c., and that they the said, &c., have in themselves, or one of them hath, good right, full power, &c., to convey unto and to the use of the said T. C., his heirs and assigns, in manner aforesaid, for peaceable possession, free from incumbrances, and for further assurance. IN WITNESS, &c.*

Covenants
for title.

Conveyance by Appointment and Release.

THIS INDENTURE, made, &c., between [vender], of the first part; [trustee of vender for barring dower], of the second part; [purchaser], of the third part; and [trustee of purchaser for barring dower], of the fourth part.

WHEREAS, under and by virtue of certain indentures of lease and appointment and release, bearing date respectively the and days of 18 and, or expressed to be, made between, &c., for the consideration therein mentioned, all and singular the messuage, tenement, or dwelling-house, several pieces or parcels of land, hereditaments, and premises hereinafter described, and hereby appointed, granted, and released, or intended so to be, were conveyed or otherwise assured, and now stand limited to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, declarations, and agreements, as the said [vender], by any deed or deeds, instrument or instruments in writing, with or without power of revocation, or new appointment, or by his last will and testa-

Recital of
conveyance
to vender.

ment in writing, or any codicil or codicils in writing, thereto to be by him respectively legally executed, should from time to time, or at any one time, direct, limit, and in default of and until such direction, limitation, or appointment, gift, or devise, and so far as the same, if ineffectual, or incomplete, should not extend to the use of the said [*vendor*], and his assigns, during the term of his natural life, and from and after the determination of that estate by any means whatsoever, in his life time, to the use of the said [*trustee*] and his heirs, during the life of the said [*vendor*], IN TRUST for the said [*vendor*], and his assigns, during his natural life, and to prevent dower, and from and after the expiration of the use or estate thereby limited to the said [*trustee*,] as aforesaid, and in the meantime subject thereto, and to the trusts aforesaid, to the use of the said [*vendor*,] his heirs and assigns, for ever, and to and for no other use intent, or purpose whatsoever. AND WHEREAS, the said [*vendor*] hath contracted and agreed with the said [*purchaser*] for the sale to him of the inheritance in fee simple, in possession, free from incumbrances, messuage, tenement, or dwelling house, several pieces or parcels of land, hereditaments, and premises hereinafter described, and hereby appointed and granted, and released, or intended so to be, at a price or sum of *l.*

Contract.

Consider-
ation. NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the sum of *l.* of lawful money of *Great Britain*, to the said [*vendor*] in hand, well and truly paid, by the said [*purchaser*], at, &c., the receipt of which said sum of *l.* he the said [*vendor*] doth hereby acknowledge, and doth declare the same to be in full, for the absolute purchase of the said messuage, tenement, or dwelling house, several pieces or parcels of land, hereditaments and premises hereinafter described, and intended to be hereby appointed and released, and of and from the same sum and every part thereof, doth acquit, release, and discharge the said [*purchaser*], his heirs, executors, administrators, and assigns, for ever, by these presents.

Exercise of
the power. And pursuant to, and by virtue and in exercise of the power and authority to the said [*vendor*], by the said indenture of the day of 18 for this purpose given or limited, as hereinbefore mentioned, and all other powers and authorities whatsoever, enabling him in this behalf, he the said [*vendor*], by this deed or writing, sealed and delivered by him, in the presence of, and attested by the two persons whose names are intended to be indorsed hereupon as witnesses in that behalf, doth irrevocably direct, limit, and appoint, that all and singular the said several pieces or parcels of land, and

other hereditaments, situate and being, &c., comprised in the said indenture of the day of 18 and hereinafter particularly described and intended to be hereby released, with their several appurtenances, shall from henceforth go and remain; and that the same indenture shall operate and enure, to and upon the uses and trusts, and with the power hereinafter declared and contained, of and concerning the said messuage, buildings, lands and other hereditaments, for the sole benefit of the said [*purchaser*], his heirs and assigns. AND THIS INDENTURE ALSO WITNESSETH, that in further pursuance of the said recited agreement, and for the further and better assuring the said messuage or tenement, pieces or parcels of land, and other hereditaments. And for the considerations aforesaid, and in consideration of the sum of 5s. of lawful money, &c., to the said [*trustee*], in hand, well and truly paid by the said [*purchaser*], at, &c., the receipt, &c., he the said [*trustee*], at the request, and by the direction of the said [*vendor*], and at the nomination and appointment of the said [*purchaser*], testified by their respectively being parties to and executing these presents. Hath bargained, sold, and released; AND BY THESE PRESENTS, doth, &c., and the said [*vendor*], hath granted, bargained, sold, released and confirmed, and by these presents, doth, &c., unto the said [*purchaser*], (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said [*vendor* and *trustee*], in consideration of s.; by indenture, bearing date the day next before the day of the date of these presents, and commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and his heirs; ALL, &c., together with all and singular houses, out-houses, edifices, buildings, yards, ways, paths, passages, waters, watercourses, lands, meadows, leasows, pastures, feedings, woods, underwoods, commons, common of pasture, profits, privileges, advantages and appurtenances whatsoever, to the said messuage, &c., and other hereditaments, hereby released or intended so to be, or any part thereof, belonging or in anywise appertaining, or to, or with the same, or any part thereof, now or heretofore demised, used, occupied, or enjoyed; and the reversion or reversions, remainder or remainders, yearly and other rents, issues, and profits, of all and singular the aforesaid, &c., and other hereditaments. And all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, of them the said [*vendor* and *trustee*], in, to, and upon the same hereditaments. To

The grant
and release.

General
words.

Habendum.

HAVE AND TO HOLD the said, &c., and all other the hereditaments hereby released, or intended so to be, and every part thereof, unto the said [*purchaser*] and his heirs; to, upon, and for the uses, trust, intents and purposes hereinafter declared thereof; (that is to say), It is hereby agreed and declared, between and by the parties hereto, that as well the direction and appointment, as also the grant and release hereinbefore contained, shall severally operate and enure; and that all and singular the messuage, &c., and other hereditaments hereby appointed and released, or intended so to be, shall from henceforth go and remain to such uses and for such trusts, intents, and purposes, and with, under and subject to such powers, provisos and declarations, as the said [*purchaser*], by any deed or deeds, writing or writings, with or without power of revocation, to be by him sealed and delivered, in the presence of, and attested by two or more witnesses, shall from time to time direct, limit, or appoint. And in the mean time, and until and also in default of any such direction, limitation or appointment. And so far as the same, if incomplete shall not extend, to the use of the said [*purchaser*], and his assigns during his life, without impeachment of waste; and after the determination of that estate, by any means, in his lifetime, to the use of the said [*trustee for purchaser*], and his heirs, during the life of the said [*purchaser*], in trust nevertheless, for the said [*purchaser*] and his assigns, and from and after the determination of the estate so hereby limited, in use to the said [*trustee*] and his heirs, to the only use of the said [*purchaser*], his heirs and assigns, for ever; and to and for no other use, intent, or purpose whatsoever; And the said [*trustee for vendor*] doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said [*purchaser*], his heirs and assigns, that he the said [*trustee*] hath not any time heretofore made, done, or committed, or wittingly or willingly suffered, any act, deed, matter, or thing whatsoever, whereby or whereunto, or by reason or means whereof the said messuage, &c., mentioned, and intended to be hereby released as aforesaid, or any part thereof, are, is, can, shall or may be impeached, charged, incumbered, or affected in title, estate, or otherwise howsoever; and the said [*vendor*], for himself, his heirs, executors and administrators, doth hereby grant, covenant, promise, and agree to and with the said [*purchaser*], his heirs and assigns, by these presents, in manner following; (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said

Uses to prevent dower.

Covenant from trustee of vendor that he hath done no act to encumber.

Covenants from vendor for the title.

[*vendor*] or any person or persons lawfully claiming from, under, or in trust for him, made, done, committed, executed, or suffered to the contrary, they the said [*vendor and trustee*] now have in themselves, or one of them hath in himself, good right, full power, and lawful and absolute authority to direct, limit, and appoint, grant, release, and convey the said, &c., and other hereditaments hereby appointed and released, or intended so to be, with their appurtenances, to and upon the uses and trust, and with the power hereinbefore declared thereof, according to the true intent of these presents. And that it shall and may be lawful to and for the said [*purchaser*], his heirs, appointees, and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess, and enjoy the said, &c., and other hereditaments hereby released, or intended so to be, with their appurtenances, and to receive and take the rents, issues, and profits thereof, and every part thereof, to and for his and their own use and benefit, without any let, suit, trouble, eviction, claim or demand whatsoever, of or by the said [*vendor or trustee*], or any person or persons lawfully claiming from, under, or in trust for them or either of them, AND THAT free and freely and clearly acquitted, exonerated, and for ever discharged, or otherwise, by the said [*vendor*], his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all former and other gifts, grants, appointments, bargains, sales, jointures, dowers, uses, trusts, entails, wills, statutes, judgments, executions, rents, sums of money, forfeitures, reentries, and all other estates, titles, charges, troubles, and incumbrances whatsoever, had, made, extended, or suffered by the said [*vendor and trustee*] respectively, or any person or persons lawfully claiming, or to claim, from, under, or in trust for him, them, or any of them. And further, that he the said [*vendor*], and his heirs, and all and every other person and persons whatsoever, having or claiming, or who shall or may have, or claim any estate, right, title, or interest, at law or in equity, in, to, or out of the said, &c., and other hereditaments hereby released or intended so to be, or any of them, or any part thereof, from, under, or in trust for them or either of them respectively, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at all the proper costs and charges of the said [*purchaser*], his heirs, appointees, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and singular such further and other lawful and reasonable acts, deeds, things, conveyances and assurances in the law whatsoever, for the further, better, more abso-

lutely granting, conveying, and assuring the said, &c., and other hereditaments hereby appointed and released, or intended so to be, and every part thereof, with their appurtenances, to and upon the uses and trust, and with the power hereinbefore declared and contained thereof, for the benefit nevertheless of the said [*purchaser*], his heirs, appointees, and assignees, or otherwise as by him or them, or his or their or any of their counsel in the law, shall be reasonably devised or advised and required. IN WITNESS, &c.

Conveyance by Lease and Releases of a Mill, Tithes and Premises, with a Declaration of the Uses of a Fine levied, and Assignment of two several Terms in trust to attend the Inheritance.

Parties.

THIS INDENTURE of seven parts, made the day of, &c., between J. S., late of, &c., gent., T. B., of, &c., gent., and T. C., of, &c., gent., (assignees of the estate and effects of W. B., and W. I., of &c., bankers and copartners, dealers and chapmen, bankrupts), of the first part; the said W. B., and the said W. I., and A. I. his wife, of the second part; the Rev. W. R. J., of, &c., clerk, of the third part; J. J., of, &c., gent., of the fourth part; J. M., late of, &c., gent., of the fifth part; J. M., of, &c., and T. G., of, &c., gent., (a trustee for the said J. M.), of the sixth part; and G. O., of, &c., (another trustee for the said J. M.), of the seventh part.

Recital of deed, by which the bankrupts became entitled to the tithes arising from the mill, and land belonging thereto.

WHEREAS, BY INDENTURE, bearing date the day of and made between T. S., esq., and T. F. S., esq., of the first part; the Right Hon. W. H. earl of D., and H. Viscount B., of the second part; J. A., gent., of the third part; and the said W. B. and W. J., and the said W. R. J., of the fourth part; and the said J. J. of the fifth part. In consideration of the sum of l. purchase money, to the said T. S. and T. F. S. paid by the said W. B. and W. J., and for the other considerations therein mentioned; all and all manner of tithes and tenths of corn and grain, and all other the tithes and tenths of what nature or kind soever, of them the said T. S. and T. F. S., W. H. Earl of D., and H. Viscount B., every or any of them, yearly or otherwise, coming, growing, renewing, increasing or arising from, by and out of, (amongst other hereditaments), all that messuage, tenement, or dwelling-house, out-houses, water corn mill, closes, pieces or parcels of land, containing ten acres and a half, (more or less), then in the occupa-

tion of W. G., and also out of, from, or in respect of all other the messuages, lands, tenements and hereditaments, of them the said W. B. and W. J., situate and being within the manor of W., in the said parish of S.; together with all and singular profits, portions, oblations, obventions, emoluments, advantages and appurtenances whatsoever, to the said tithes, tenths, hereditaments and premises, mentioned and intended to be thereby granted and released, or any part thereof, belonging or in anywise appertaining. And the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, were conveyed and assured: As to one undivided moiety or half-part thereof, to the use of such person or persons, and to, for and upon such uses, trusts, intents and purposes, as the said W. B., by any deed or deeds, instrument or instruments in writing, to be by him sealed and delivered, in the presence of, and attested by two or more credible witnesses, should direct, limit, or appoint, and in default thereof, to the use of the said W. R. J., his executors and administrators, during the life of the said W. B., in trust for him, the said W. B., and his assigns, during his natural life, and to prevent dower, as therein mentioned. And from and after the expiration of the use or estate thereby limited, to the said W. R. J., his executors and administrators, during the life of the said W. B., and in the mean time subject thereto, and to the trusts thereof, to the use of the said W. B., his heirs and assigns, for ever. And as to the other undivided moiety, or half part, of the said hereditaments and premises; to such and the same uses, and upon such and the same trusts, intents, and purposes, in favour, and for the benefit of the said W. J., his heirs and assigns, as are hereinbefore mentioned, expressed, and declared; in favour, and for the benefit of the said W. B., his heirs and assigns; with respect to the said first-mentioned moiety, hereditaments and premises. And in and by the said present reciting indenture, all and singular the tithes, tenths, hereditaments and premises, hereinbefore particularly described and mentioned to be thereby granted and released, with the appurtenances, were assigned by the said J. A., in whom the same were therein vested, unto the said J. J., his executors, administrators and assigns, for the then residue of a certain term of years, created in and by a certain indenture, bearing date the day of In trust nevertheless for the said W. B. and W. J., In trust to their heirs or assigns, and to assign or otherwise dispose of the same as they should, from time to time, order and direct, each as to his own undivided moiety or half-part of the same tithes, and other hereditaments,

One moiety
to W. B. to
uses to pre-
vent dower.

Moiety to
W. J.

Recital of
a term as-
signed.

In trust to
attend, &c.

Recital of
bargain and
sale from
commis-
sioner to as-
signees.

and in the mean time, IN TRUST, to permit the residue of the said term, to attend the reversion and inheritance of the tithes and other premises, thereby assured, according to the trusts thereinbefore declared thereof, so as to be subservient thereto, and to prevent the same from all mesne and intervening incumbrances, (if any such there were). AND WHEREAS, by indenture of bargain and sale, duly inrolled in his majesty's high court of Chancery, bearing date the day of and made between R. T., esq., W. T., and J. S., gent., the major part of the commissioners named and authorized in and by a commission of bankrupt, awarded and issued, and then in prosecution, against the said W. B. and W. J., of the one part; and the said J. S., T. B. and T. C., of the other part. After reciting that a commission of bankrupt under the great seal of *Great Britain*, bearing date at *Westminster*, the day of then last, had been awarded and issued against the said W. B. and W. J., directed to the said R. T., W. T. and J. S., together with J. P., esq., and E. P., thereby giving full power and authority to the said commissioners, four or three of them, to execute the said commission.

AND WHEREAS, upon the execution of the said commission, it appeared to the major part of the said commissioners in the said commission authorized, upon due examination of witnesses, and other sufficient proof upon oath, before them had and taken, that the said W. B. and W. J., did, for several years last past, carry on the trade and business of bankers, by issuing promissory notes, drafts, and orders, discounting bills and drafts, receiving deposits of cash, and giving checks or receipts for the same, and generally transacting business as bankers, and did by such trade and business seek, and endeavour to get their living as other bankers usually did, and in the course of their said trade and dealing became indebted to the said W. T., of, &c., banker, in the sum of £. and upwards, for principal money lent and advanced, or paid to, or deposited with the said W. B. and W. J., as bankers and copartners as aforesaid, by the said W. T., and interest thereof. And after taking notice that the said W. B. and W. J., did, in the judgment of the major part of the said commissioners, become bankrupts to all intents and purposes, within the true intent and meaning of the statute, made and then in force concerning bankrupts, before the date and suing forth of the said commission, and were declared bankrupts accordingly. And that the said commissioners, in pursuance of the act of parliament, made in the sixth year of the reign of his present majesty, did cause due notice to be published in the

London Gazette for the creditors of the said W. B. and W. J. to meet, at the dwelling house of S. R., called the inn, in the aforesaid, on the day of then inst., in order to choose an assignee or assignees of the estate and effects of the said W. B. and W. J.; and the major part in value of the creditors of the said W. B. and W. J., who had duly proved their debts under the said commission, and whose respective debts amounted to the sum of £. and upwards, then present, did then and there nominate, elect, and choose the said J. S., T. B. and T. C., to be assignees of the estate and effects of the said W. B. and W. J., and desired the commissioners to make an assignment thereof to them accordingly; and the said commissioners had accordingly ordered, bargained, sold, disposed, assigned and set over, all the personal estate and effects of the said W. B. and W. J., unto the said J. S., T. B. and T. C., IN TRUST, for all the creditors of the said W. B. and W. J., who should be entitled to the benefit and advantage of the said estate and effects, and that the said commissioners, parties thereto, did find that the said W. B. and W. J., at the time they became bankrupts, and before the date and suing forth of the said commission, were seized to them and their heirs, or were otherwise interested in, or entitled unto, divers freehold estates. IT IS BY THE PRESENT RECITED INDENTURE WITNESSED, that the said commissioners, parties thereto, in consideration of s. to them paid by the said J. S., T. B. and T. C., did grant, bargain, sell, assign, and set over unto the said, &c., their heirs and assigns, all and every the manors, messuages, farms, lands, tenements, hereditaments and real estate whatsoever, of them the said W. B. and W. J., jointly or either of them, severally situate, lying, and being in the parish of S., or elsewhere, whereof, or wherein, or whereunto the said W. B. and W. J., or either of them, at the time they became bankrupts, or at any time since, had any estate, right, title, or interest in possession, reversion, remainder, or expectancy, or otherwise howsoever, with their and every of their appurtenances, To hold the same unto and to the use of the said J. S., T. B. and T. C., their heirs and assigns, for ever, (subject to such mortgage or mortgages, or other charges or incumbrances, if any such there were, as the same premises were subject to), IN TRUST, nevertheless, to and for the said several uses of them, the said J. S., T. B. and T. C., and all such other the creditors of the said W. B. and W. J., as had already sought, or should thereafter in due time come in and seek relief, by virtue of the said commission. AND WHEREAS, the said J. S., T. B. and T. C., did Premises put

up to auc-
tion.

cause certain parts of the real estate of the said W. B. and W. J. to be put up to sale by public auction, to the highest bidder, at the house of J. B., known by the name of the inn, in aforesaid, upon the day of 18 ; and the said J. M. did then and there become the purchaser of the messuage or tenement, mill, buildings, pieces or parcels of land, tithes, and hereditaments, hereinafter described and mentioned to be hereby granted and released, being the hereditaments comprised in lot of the said lots, at or for the sum of l., being the best price that could be

Witnesseth.

had or gotten for the same. NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of l., of, &c., to the said J. S., T. B. and T. C., in hand, well and truly paid by the said J. M., upon or before the sealing and delivery of these presents, the receipt of which said sum of l., (in full for the said purchase money), accordingly they, the said J. S., T. B. and T. C. do hereby acknowledge, and of and from the same, and every part thereof, do acquit, release, and discharge the said J. M., by these presents; *and in consideration of 10s. of like money to the said W. B. and W. J., and W. R. J., in like manner paid by the said J. M., the receipt whereof is hereby also acknowledged; he, the said W. R. J., at the request and by the direction of the said J. S., T. B. and T. C., W. B. and W. J., and at the nomination and appointment of the said J. M., signified by their respectively being parties to, and executing these presents; and the said W. B. and W. J., at the like request and direction of the said J. S., T. B. and T. C., and at the like nomination and appointment of the said J. M. And the said J. S., T. B. and T. C., at the like nomination and appointment of the said J. M., have and each and every of them hath granted, bargained, sold, and released, and by these presents do, &c., unto the said J. M., his heirs and assigns, ALL, &c.; and also all, and all manner of tithes and tenths of corn and grain, and also all other the tithes and tenths of what nature or kind soever of them the said J. S., T. B. and T. C., as assignees of the estate and effects of the said W. B. and W. J. as aforesaid, yearly or otherwise, coming, growing, renewing, increasing, or arising from, by and out of all and singular the last mentioned messuage or tenement, mill, garden, orchard, pieces or parcels of land, hereditaments and premises, together with all and singular houses, outhouses, edifices, buildings, barns, stables, fixtures, gardens, orchards, timber, and other trees, paths, passages, hedges, ditches, mounds, fences, ways, flems, dams, water-pounds, pools, waters, watercourses, pensions, portions, obla-*

General
words.

tions, advantages, emoluments, hereditaments, rights, members, and appurtenances whatsoever, to the said messuage or tenement, mill, garden, orchard, pieces or parcels of land, hereditaments and premises, and intended to be hereby granted and released, or any part thereof, belonging or in anywise appertaining, or to or with the same, or any part thereof, or at any time heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or belonging thereto. * AND the reversion or reversions, remainder and remainders, rents, issues, and profits of the same premises, which said messuage or tenement, mill, garden, orchard, pieces or parcels of land, tithes, hereditaments, and premises, mentioned and intended to be hereby granted and released, are now in the actual possession of the said J. M., by virtue of a bargain and sale to him thereof made by the said J. S., T. B., T. C., W. B., W. J., and W. R. J., for the term of a year, in consideration of 5s. to them paid by the said J. M., in and by one indenture, bearing date the day next before the day of the date of these presents, and commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession. AND all the estate, right, title, interest, use, trust, profits, possession, properties, claim, and demand whatsoever, as well legal as equitable, of them the said J. S., T. B., T. C., W. B., W. J., and W. R. J., every or any of them, of, in, to, or out of the same premises. To HAVE AND TO HOLD the said messuage or tenement, mill, garden, orchard, pieces or parcels of land, tithes, hereditaments, and premises, mentioned and intended to be hereby released, with the appurtenances, unto the said J. M., his heirs and assigns, To such uses, upon such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, agreements, and declarations, as the said J. M., by any deed or deeds, instrument or instruments in writing, with or without power of revocation or new appointment, to be by him legally executed, shall from time to time, or at one time, direct, limit, or appoint; AND in default of, and until such direction, limitation, or appointment, and so far as no such direction, limitation, or appointment, (if ineffectual or incomplete), shall extend, and in the meantime subject thereto, TO THE USE of the said J. M. and his assigns, during the term of his natural life, without impeachment of waste; AND after the determination of that estate by any means whatsoever in his lifetime, TO THE USE of the said T. G., his executors

Reversions

The reference to the lease for a year.

Habendum, to prevent dower

Covenant from assignees, and trustee of bankrupt's, that they have done no act to incumber.

Proviso as to the operation of the word "Grant."

Recital of a fine being levied by W. J. and wife, but no uses were declared.

and administrators, during the life of the said J. M., IN TRUST for him the said J. M. and his assigns, during his natural life, and to prevent the present or any future wife of the said J. M. from being entitled to her dower in or out of the same premises, and from and after the expiration of the use or estate hereby limited to the said T. G., executors and administrators, during the life of the said J. M., and in the meantime subject thereto, and to the trusts thereof, to the use of him the said J. M., his heirs and assigns, for ever. AND the said J. S., T. B., T. C., and W. R. J., separately and apart, each for himself, his respective heirs, executors, and administrators, and not jointly, nor the one for the other or others of them, but each of them for his own acts only, do hereby covenant and declare, to and with the said J. M., his heirs and assigns, ~~THAT~~ they, the said J. S., T. B., T. C. and W. R. J., have not nor hath, any or either of them, done or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof, the said messuage or tenement, mill, garden, orchard, pieces or parcels of land, hereditaments, and premises mentioned, and intended to be hereby released, by them the said J. S., T. B., T. C. and W. R. J., as aforesaid, or any part thereof, are, is, can, shall, or may be impeached, charged, incumbered, or affected in title, estate, or otherwise howsoever. PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that the word "*grant*," or any other word hereinbefore contained or used in conveying or assuring the said messuage or tenement, mill, garden, orchard, pieces or parcels of land, tithes, hereditaments, and premises, mentioned, and intended to be hereby granted and released, shall not operate or be construed, deemed, or taken to operate as a covenant or warranty, express or implied, on the parts or part of the said J. S., T. B., T. C., ~~W. B.~~, W. J. and W. R. J., or any or either of them, their heirs, executors, or administrators, no further or otherwise than to pass and convey such estate as they the said, &c., have or hath lawfully therein. AND WHEREAS, the said W. J. and A. his wife, in or as of Trinity term, in the year of the reign of his late majesty king George the third, did duly acknowledge and levy before his majesty's justices of the court of Common Pleas at *Westminster*, unto the said W. R. J. and his heirs, one fine *sur conuzance de droit come ceo*, &c., of the undivided moiety or half-part of him, the said W. J., of and in the said messuage or tenement, mill, garden, orchard, and pieces or parcels of land, mentioned and

intended to be hereby released, and also of other hereditaments; but no use hath yet been declared of the said fine with respect to the same undivided moiety, It is HEREBY AGREED ~~and~~ declared, by and between the said parties to these presents, *and particularly the said W. J. and A. his wife do hereby agree and declare*, that as well the said fine, so levied as aforesaid, as all and every other fine and fines, conveyances, and assurances in the law whatsoever, already had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or excuted, of the said undivided moiety or half-part, late of the said W. J., of and in the said messuage or tenement, garden, orchard, and pieces or parcels of land, mentioned and intended to be hereby released, by or between the said parties to these presents, or any of them, or ~~whereunto~~ they or any of them was, were, is, are, or shall, or may be parties or party, shall, as to the same undivided moiety or half-part, be and enure, and is ~~and~~ are hereby declared and agreed to be and enure, to and for the several uses, upon the trusts, and to and for the intents and purposes hereinbefore mentioned, expressed, or declared, of or concerning the same, freed, released, and discharged of and from all such dower, right, and title of dower, which the said A. J. can, shall, or may, or might otherwise have, claim, demand, or be entitled to, of, in, to, or out of the same. AND THIS INDENTURE WITNESSETH, that for the considerations hereinbefore mentioned, and of 10s. of, &c. to the said J. J. in hand, paid by the said G. O., upon or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ~~he~~ the said J. J., at the request and by the direction of the said J. S., W. B. and W. J., and at the nomination and appointment of the said J. M., signified by their respectively being parties to and executing these presents, HATH bargained, sold, assigned, transferred, and set over, and by these ~~present~~s DOTH, &c., ALL and singular, and so much and such part and parts of the said tithes, tenths, hereditaments, and premises, in and by the said indenture of the day of 18 assigned by the said J. A. unto the said J. J., his executors, administrators ~~and~~ assigns, for the then residue of the said term of ~~years~~ years therein, as hereinbefore mentioned, and intended to be hereby granted and released, with the appurtenances, AND ALL the estate, right, title, interest, term and terms for years yet to come and unexpired, trust, property, claim, and demand whatsoever, as well legal as equitable, of him, the said J. J., of, in, to, or out of the same premises, TO HAVE AND TO HOLD the said premises hereinbefore mentioned,

Declaration
of the uses.

Assignment
of a term of
a term of
years,
from J. J.,
in the tithes,
which was
assigned to
him by
J. A., on
purchase of
the mill,
lands,
tithes, &c.,
by bank-
rupts.

RELEASES, OR CONVEYANCES.

In trust to
attend in-
heritance.

Covenant
that trustee
has not in-
cumbered.

Recital of
an inden-
ture by
which the
mill and
premises
aforesaid
were mort-
gaged by one
G. E. B., to
G. F., and
also a term
assigned for
security of
mortgage
money to
J. M.

and intended to be hereby assigned, with the appurtenances, unto the said G. O., his executors, administrators, and assigns, henceforth, for and during all the residue and remainder of the said term of years therein, by effluxion of time yet to come and unexpired, and for and during all other the estate, term, and interest of the said J. J., of, in, to, or out of the same premises, IN TRUST nevertheless, for the said J. M., his heirs and assigns, to be disposed of as he or they shall direct and appoint, and in the mean time to attend the reversion, freehold, and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances, (if any such there be). AND the said J. J. for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said G. O., his executors, administrators and assigns, that he, the said J. J., hath not done nor committed, nor wittingly suffered any act, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof the said premises hereinbefore mentioned, and intended to be hereby assured, or the said term of years therein, or any part thereof respectively, are, is, can, shall be surrendered, forfeited, avoided, impeached, charged, incumbered, or affected in title, estate, or otherwise howsoever. AND WHEREAS, by indentures of lease and release, bearing date respectively the and days of 18, the release being made between G. E. B., esq., and M. his wife, of the first part; A. B., of the second part; G. O., gent., of the third part; T. U., of the fourth part; W. B. M., of the fifth part; G. F., of, &c., of the sixth part; and the before-mentioned J. M., of the seventh part: The said G. E. B., in consideration of £. to him paid by the said G. F., did grant, bargain, and sell unto the said G. F., his heirs and assigns, (together with other hereditaments), all and singular the said messuage or tenement, mill, garden, orchard, and pieces or parcels of land, hereditaments, and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the same premises, TO HOLD the same unto and to the use of the said G. F., his heirs and assigns, for ever, SUBJECT to a proviso therein contained, for redemption of the same premises, upon payment by the said G. E. B., his heirs, executors, or administrators, unto the said G. F., his executors, administrators, or assigns, of the sum of £. and interest as therein mentioned. And the said T. P., by the direction of the said E. B., and at the nomination and appointment of the said G. F., did by

the present reciting indenture of release, assign the said last mentioned messuage, tenement, garden, orchard and pieces or parcels of land, unto the said J. M., his executors, administrators, and assigns, for the then remainder of a certain term of years, therein created,

in and by a certain indenture, bearing date the day of and made between L. W. and A. his wife,

therein-named, of the first part; C. A. and J. B., therein named, of the second part; and J. P., there also named,

of the third part; IN TRUST for the said G. F., his heirs and assigns, for better securing to him, his executors,

administrators, and assigns, the payment of the said sum of £., and interest; and subject thereto, IN

TRUST for the said G. E. B., his heirs and assigns, to be assigned as he or they should direct or appoint; and

in the mean time to attend the freehold and inheritance of the same premises, to protect the same from all

mesne charges and incumbrances, (if any such there were). AND WHEREAS, by indenture of lease and re-

lease, bearing date respectively the and days of the release being made between the said

G. F., of the first part; the said G. E. B. and M. his wife, of the second part; the said A. B., of the third

part; and W. B., of &c., banker, (father of the said W. B., party hereto;) and the said W. J., of the fourth

part; AFTER RECITING the said indentures of lease and release, of the and days of

And that the said sum of £. was then due to the said G. F.; and that the said W. B. and W. J., had agreed

with the said G. E. B. for the purchase of the equity of redemption of the said hereditaments, comprised in the

said therein recited mortgage, for the sum of £., IT IS, by the present reciting indenture, witnessed, that in

consideration of the sum of £. to the said G. E. B., paid by the said W. B., deceased, and W. J., he, the

said G. E. B., DID grant and release unto the same W. B. and W. J., their heirs and assigns, ALL and sin-

gular the said last-mentioned hereditaments and pre-

misses, TO HOLD the same unto and TO THE USE of the said W. B., deceased, and W. J., their heirs and as-

signs, for ever, as tenants in common, subject nevertheless to the said mortgage to the said G. F.; AND

WHEREAS, the said W. B., deceased, made and duly executed his last will and testament in writing, bearing

date the day and thereby gave and devised to his brother J. B. and his heirs, (amongst

other hereditaments), ALL that moiety or one undivided half-part of all and singular the said heredita-

ments and premises comprised in the said mortgage or security made to the said G. F., as aforesaid, TO HOLD

Recital of a conveyance of the equity of redemption from said G. E. B. to W. B., deceased, and W. J.

Will of W. B., premises devised to J. B., to sell.

RELEASES, OR CONVEYANCES.

Conveyance
from G. F.
the mort-
gagee to W.
B. and W. J.

the same to his said brother J. B., his heirs and assigns, for ever, UPON TRUST, to sell and dispose of the same as therein mentioned, and the same W. B. afterwards died without revoking or varying his said will. AND WHEREAS, by indentures of lease and release, bearing date respectively the and days of the release being made between the said G. F., of the one part; and the said W. B., *party hereto*, and W. J., of the other part, in consideration of the sum of £., to the said G. F. paid by the said W. B. and W. J., he the said G. F., did bargain, sell, and release unto the said W. B., *party hereto*, and W. J., their heirs and assigns, all and singular the said hereditaments and premises comprised in the said mortgage or security made to the said G. F., as aforesaid, TO HOLD the same unto and TO THE USE of the said W. B., *party hereto*, and W. J., their heirs and assigns, for ever, as tenants in common. AND WHEREAS, by indentures of lease and release, bearing date respectively the and days of 18 the release being made between the said J. B., of the first part; A. H. B., A. J. B., and J. B. S., of the second part; and the said W. B., *party hereto*, of the third part: in consideration of the sum of £., purchase money, paid by the said W. B., *party hereto*, to the said J. B., as therein mentioned, the undivided moiety or half-part of the said J. B., of and in all and singular the last-mentioned hereditaments and premises, were conveyed and assured unto and TO THE USE of the said W. B., *party hereto*, his heirs and assigns, for ever. NOW THIS INDENTURE ALSO WITNESSETH, that for the consideration hereinbefore mentioned, and of 10s. of lawful, &c., to the said J. M., in hand, paid by the said G. O., upon or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said J. M., at the request and by the direction of the said J. S., T. B., T. C., W. B., *party hereto*, and W. J., and at the nomination and appointment of the said J. M., signified by their respectively being parties to and executing the presents, HATH bargained, sold, assigned, transferred, and set over, and by these presents BOTH bargain, sell, assign, transfer, and set over unto the said G. O., his executors, administrators, and assigns, all and singular the said messuage or tenement, mill, garden, orchard, piece or parcels of land, hereinbefore described and mentioned, and intended to be hereby released, with the appurtenances, and all the estate, right, title, interest, term, and term for years yet to come and unexpired, trust, property, claim and demand whatsoever, as well legal as equitable, of him the said J. M., of, in, to, or out of the

Conveyance
of a moiety
from J. B.
the devisee
in trust.

Assign-
ment of
term from
J. M., in
trust.

same premises, TO HAVE AND TO HOLD the said messuage or tenement, mill, garden, orchard, and pieces or parcels of land, hereditaments and premises, last hereinbefore mentioned, and intended to be hereby assessed, with the appurtenances, unto the said G. O., his executors, administrators, and assigns, henceforth for and during all the residue and remainder of the said term of years therein, by effluxion of time, yet to come and unexpired, and for and during all other the estate, term and interest of the said J. M., of, in, to, or out of the same premises, IN TRUST, nevertheless, for the said J. M., his heirs and assigns, to be disposed of as he or they shall direct or appoint, and in the mean time to attend the reversion, freehold and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances, (if any such there be). AND the said J. M., for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said G. O., his executors, administrators, and assigns, that he the said J. M., hath not done nor committed, nor wittingly nor willingly suffered any act, matter or thing whatsoever, whereby or wherewith, or by reason or means whereof the said messuage or tenement, mill, garden, and pieces or parcels of land last hereinbefore mentioned, and intended to be hereby assigned, or the said term of years therein, or any part thereof respectively, are, is, can, shall, or may be surrendered, forfeited, avoided, impeached, charged, incumbered, or affected, in title, estate, or otherwise howsoever. IN WITNESS, &c.

Covenant
from J. M.
that he
has not
incumbered.

Conveyance, where Purchaser borrows part of purchase Money, and secures same by a Mortgage in fee of the Premises, included in the Conveyance.

THIS INDENTURE, &c., [vndor], of the first part; the [mortgagee] of the second part; and [purchaser] of the third part.

[Recite the deed or will by which the [vndor] became entitled, and recite that the said [purchaser] hath contracted with the said [vndor] for the purchase, &c., in the usual way; and that the said [purchaser] being unprovided with the whole of the said purchase money, the said [mortgagee] hath agreed to advance the sum of l., to enable him to complete the same, on the said [purchaser's] promising and agreeing that the re-payment thereof, with interest in the mean time shall be secured by his bond or obligation, and also by a conveyance in fee by way of mortgage, to be made to him the said [mortgagee], of the said messuage, lands and other

RELEASES, OR CONVEYANCES.

hereditaments; then recite, that in pursuance of the said agreement, the said [purchaser] by his bond, &c., is become bound to the said, &c., in the sum of, &c., with a condition &c., on payment, &c., on or at the days and times therein for that purpose expressed, being the same days or times as thereafter appointed for the payment of the same and interest. Then follows the witnessing part, whereby the [vendor], in consideration of part of the purchase money paid by the [mortgagee], at the request and by the direction of the said [purchaser], testified by his executing thereof; and in consideration of the remainder of the purchase money paid by [purchaser], making together, &c., which [vendor] acknowledges to be in full, for the purchase money, &c., and the said [purchaser] thereby acknowledges the loan of, and payment of the mortgage money by the said [mortgagee], and of and from the same, &c., acquits, &c., [mortgagee], his executors, &c., grants and releases the hereditaments in the usual way to [mortgagee], to hold to the use of him in fee, subject to the proviso thereafter contained, for redemption, &c. Then add covenants from [vendor], with [mortgagee], that he is lawfully seised, hath good right to convey, subject to the proviso and agreement thereafter contained, for the redemption thereof—for peaceable possession, subject to the proviso, &c.—free from incumbrances,—and for further assurance, at the proper costs and charges of the said [mortgagee], his heirs or assigns, or of the said [purchaser], his heirs or assigns, unto the said [mortgagee], but subject to the proviso, &c.; here add, a proviso for redemption of the premises, on payment of mortgage money to [mortgagee], and add a covenant for payment of the same, and to enter in default of payment thereof, and to hold and enjoy—free from incumbrances; and add covenant from [purchaser] with [mortgagee], for further assurance, and a declaration for [purchaser] to enjoy until default made in payment of mortgage money, &c. IN WITNESS, &c.

Release from Co-heirs, with a declaration of the uses of a Fine levied as to a moiety of the Manor and Hereditaments.

Parties.

THIS INDENTURE, made, &c., between A. B., of, &c., esq., and C. B., wife of the said A. B., and C. D., of, &c., widow, (which said C. B. and C. D. are the only sisters and co-heirs of the Right Honourable E. F., late of, &c., deceased, of the first part; and G. H., of, &c., of the second

part; I. K., of, &c., the [*purchaser*], and L. M., of, &c., (*a trustee for preventing dower*), of the third part.

WHEREAS, the said E. F. deceased, was, in his lifetime, seised in fee simple of the manors, lands, hereditaments, and premises hereinafter described, and intended to be hereby released, and conveyed, or otherwise assured, and having made no disposition or devise thereof, by his last will and testament, or otherwise, the same, upon his death, descended to the said C. B. and C. D., his only sisters, as heirs at law. AND WHEREAS, the said A. B., and ~~C.~~ his wife, did, in or as of Trinity term last past, acknowledge and levy, in due form of law, before his majesty's justices of the court of Common Pleas at *Westminster*, one fine *sur conuissance de droit come ceo*, &c., unto the said I. K., and his heirs, of an undivided moiety, or half-part, of and in the said manors, messuages, lands, hereditaments, and premises, of which the said E. F. so died seised as aforesaid, and which descended to them, the said C. B. and C. D., upon the death of the said E. F., their brother, as aforesaid, and hereinafter particularly described, and intended to be hereby granted and released, or otherwise assured, and proclamations have been made on such fine, but no use or uses have yet been declared thereof. AND WHEREAS the said I. K. hath contracted and agreed with the said A. B. and C. B. his wife, and the said C. D., for the actual purchase of the fee simple and inheritance of the said manor, lands, hereditaments, and premises hereinafter described, and intended to be hereby granted, released or otherwise assured, at or for the price or sum of

Recital of E. F. being seised in his lifetime of the messuage, &c.

Recital of a fine levied by A. B. and wife as to their moiety.

Recital of contract for the purchase.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of *l.*, of lawful money of the United Kingdom of *Great Britain and Ireland*, current in *England*, to the said A. B. and C. his wife, and C. D. in hand, well and truly paid by the said I. K., at or immediately before the sealing and delivery of these presents, the receipt whereof they, the said A. B. and C. his wife, and the said C. D., do hereby acknowledge, and do admit the same sum to be in full, for the absolute purchase of the manor, hereditaments, and premises intended to be hereby conveyed, or otherwise assured, and of and from the same, and every part thereof, doth acquit, release, and discharge the said I. K., his heirs, executors, administrators, and assigns, for ever, by these presents, and in consideration of the sum of 10s., of like money, by the said L. M., to the said A. B. and C. his wife, and C. D., in hand, paid at or before the, &c., the receipt, &c. They, the said A. B. and C.

Witnessing part.

Grant.

his wife, and the said C. D., at the nomination and appointment of the said I. K., signified by his sealing and delivery of these presents, have, and each and every of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, alien, release, and confirm unto the said I. K. and L. M., (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said A. B. and C. his wife, and the said C. D., in consideration of 5s. to them paid by the said I. K. and L. M., by an indenture of bargain and sale, bearing date the day next before the day of the date of these presents, for a term of a year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to their heirs and assigns, all that, the manor, or reputed manor, &c., together with all and singular houses, out-houses, edifices, buildings, barns, stables, gardens, orchard, lands, woods, underwoods, coppices, pastures, feedings, commons, common off pasture, wastes, furzes, heaths, moors, marshes, paths, passages, ways, waters, fishings, water-courses, courts leet, court baron, views of frank pledge, perquisites, and profits of courts, deodands, waifs, estrays, goods and chattels of felons, felons of themselves, fugitives, and out-lawed persons, escheats, reliefs, heriots, fines, amerciaments, free warrens, rents and services, rents of free and copyhold tenants, pensions, portions, oblations, obventions, liberties, privileges, rights, royalties, jurisdictions, profits, commodities, easements, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said manor or lordship, messuages, farm, land, tithes, tenements, hereditaments, and premises, mentioned and intended to be hereby released, or any part thereof, belonging, or in any wise appertaining, or to, or with the same, or any part thereof, now or at any time heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken or known as part, parcel, or members thereof, or as belonging thereunto. And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of the same premises, (1) and all the estate, right, title, interest, use, trust, property, possession, claim, and demand whatsoever, as well legal as equit-

(1) Some conveyancers introduce the reference to the lease for a year in this place, thus: "which said manor or lordship, messuages, &c., mentioned, and intended to be hereby released, are now in the actual possession," &c.; and then follows, "and all the estate," &c.

able, of them, the said A. B. and C. his wife, and the said C. D., or either of them, of, in, to, or out of the same premises; To HAVE AND TO HOLD the said manor or lordship, messuage, farm, lands, tithes, tene-^{Habendum}ments, hereditaments, and premises mentioned, and intended to be hereby released, with the appurtenances, unto the said I. K. and L. M., their heirs and assigns, to the uses, upon the trust, and with the power hereinafter contained, of and concerning the same; (that is to say), To THE USES, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, declarations, and agreements, as the said I. K. shall, from time to time direct, limit, or appoint; and in default of, and until such direction, limitation, and appointment, and from time to time subject thereto, to the use of the said I. K., his heirs and assigns, during his life, and after the determination of that estate by any means, then to the use of the said L. M., and his heirs (1), during the life of the said I. K., IN TRUST for him and his assigns, and to the intent that no wife of the said I. K. may be entitled to dower; and from and after the determination of all the uses and estates hereinbefore limited, then To THE USE of the said I. K., his heirs and assigns, for ever (2). AND it is hereby covenanted, agreed and declared, by and between all and every

(1) The intervening estate to the trustee may, with equal propriety, be limited to his *executors and administrators*, as to his heirs, as they will not take by descent, but as special occupants.

(2) The student will observe, that under the limitation of uses here adopted, the right of dower *never attaches*, and whether the power of appointment is inserted, or whether exercised or not, the widow's claim is equally precluded. But it may be then asked what is the use of the power? Its object seems to be to meet the case of the trustee not concurring in the subsequent conveyance, for, as the appointee comes in above the limitations, they are all of them in exercise of the power defeated, as if they had never existed, and consequently no part of the legal estate is left outstanding. If the trustee should not concur, and there was no power of appointment, the purchaser would take, under the subsequent conveyance, a legal estate for the life of the grantor, with a trust estate in remainder for the life of the grantor, and a legal remainder in fee; and in this case the legal remainder in the trustee for the life of the grantor, would be left outstanding. The power, therefore, is still inserted; and *ex abundanti cautela* it is customary to exercise the power as to convey the interest, but where the concurrence of the trustee can be obtained, no advantage is gained by the appointment.

When the power of appointment is exercised, some conveyancers do not require the concurrence of the trustee; but persons placed in his situation are often required to be made conveying parties, as the power preceding the estate of the trustee, may have been destroyed.

It should be borne in mind, that an evil may arise from the exercise of a power of appointment; for covenants real will not run with the land, unless there be a privity of person and privity of estate between them, and as the appointee comes in paramount to

Declaration
of the uses
of the fine
levied.

the said parties to these presents, so far as they are interested in the premises; and they do hereby severally and respectively direct and appoint, that the said fine so as aforesaid, or in any other manner levied; as also all and every other fine and fines, common recovery, and common recoveries, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed, of the said undivided moiety, or half-part of the said manor, messuages or tenements, lands, hereditaments, and premises, comprised in the said fine so levied as aforesaid, and hereinbefore expressed to be hereby granted and released, and conveyed or otherwise assured, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is, or shall be parties or party, privies or privy, shall be and enure, and shall, as to the said undivided moiety or half-part of the said hereditament, or so much thereof as shall be comprised therein respectively, be adjudged, deemed, construed, and taken to be and enure; and that he the said G. H., and every other conuzee or conuzes in such fine or fines, shall stand and be seized thereof, to, for, and upon the uses and trust, and with the power hereinbefore declared of and concerning the said premises, for the sole benefit of the said I. K., his heirs and assigns, and to and for no other use, intent, or purpose whatsoever. AND the said G. H., doth hereby, for himself his heirs, executors, and administrators, covenant and declare, to and with the said I. K., his heirs and assigns, that he, the said G. H., hath not, at any time heretofore, made, done or committed, or wittingly or willingly suffered, or caused or procured to be made, done, committed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby, or by reason or means whereof the undivided moiety, half-part, or share of the said manor, messuages, or tenements, lands, hereditaments, and premises, intended to be hereby conveyed and assured, are, is, can, shall, or may be impeached, &c., in title, estate, or otherwise howsoever. AND the said A. B., doth hereby for himself, and the said C. his wife, his and her heirs, executors, and administrators, and the said C. D. doth hereby for herself, her heirs, executors, and administrators, (according to their several and respective estates, right, and interest in and to the said manor, messuages, lands, tenements, hereditaments, and premises), cove-

Covenant
that G. H.
has not
encumbered.

Covenants
for the title.

the appointor, and therefore there can be no privity of estate between them, so as to make covenants run with the land, to bind the appointee, who will come in above the appointor. Such was the case of *Roach v. Wadham*, 6 East 289, and in cases similar the conveyance should be taken in fee.

nant, promise, and agree, to and with the said I. K., his heirs and assigns, in manner following: (that is to say), that (for and notwithstanding any act, deed, matter or thing whatsoever, by them the said A. B., and C. his wife, or either of them, or by the said E. F., deceased, or any person or persons lawfully claiming or to claim from, under, or in trust for them, or either of them, made, done, committed, executed, or wittingly or willingly suffered to the contrary), they the said A. B., and C. his wife, and the said C. D., or some, or one of them, now have in themselves, himself, or herself, ^{Good right to convey.} good right, full power, and lawful and absolute authority to grant, release, and convey, or otherwise assure all and singular the said manor, messuages, lands, tenements, hereditaments, and premises hereby granted, released, or mentioned, or intended so to be, to and upon the uses and trust, and with the power hereinbefore declared and contained thereof. AND that he, the said I. K. ^{For peaceable possession.} and his heirs, shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly enter into and upon, and to have, hold, occupy, possess, and enjoy, the said manor, messuage, lands, tenements, hereditaments, and premises, intended to be hereby released, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any let, suit, trouble, eviction, interruption, claim, or demand whatsoever, of or by the said A. B. and C. his wife, and the said C. D., or any or either of them, their, or any or either of their, heirs or assigns, or any person or persons lawfully claiming, or to claim, by, from, under, or in trust for them, or any or either of them, or from, under, or in trust for the said E. F., deceased. AND that free ^{Free from incumbrances.} and clear, and freely and clearly acquitted, exonerated, and for ever discharged or otherwise, by the said A. B., and C. his wife, and the said C. D. well and sufficiently saved harmless, and kept indemnified on, from, and against all, and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, uses, trusts, wills, leases, mortgages, sums of money, rents, arrears of rent, dowers, and title of dowers, statutes, judgments, executions, forfeitures, re-entries, and all other estates, titles, charges, troubles, and incumbrances had, made, executed, or suffered by them, the said A. B. and C. his wife, and by the said C. D., or the said E. F., deceased, or any persons lawfully claiming, or to claim, by, from, under, or in trust for them, or any or either of them. AND FURTHER, that they the said A. B. and C. his wife, and the said C. D., and all ^{For further assurance.} and every person and persons whosoever, having or

RELEASES, OR CONVEYANCES.

lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, or interest, at law or in equity, in, to, or out of the said manor, &c., from, under, or in trust for them, the said A. B., and C. his wife, and the said C. D., or any or either of them, or from, under, or in trust for the said E. F., deceased, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs and charges of the said I. K., his heirs, appointees, and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and singular such further, &c., for the better and more absolutely granting, conveying, or otherwise assuring the manor, &c., to and upon the uses and trust, and with the power hereinbefore declared and contained, for the sole benefit of the said I. K., his heirs and assigns, as by him, them, or any of them, or his, their or any of their counsel in the law shall be reasonably advised or devised and required. IN WITNESS, &c.

Releases from Trustees under a Will, to a Purchaser.

Parties.

THIS INDENTURE, made, &c., between, &c., I. S., of, &c., and H. T. of, &c., (residuary devisees of the real estates, and also executors named in and appointed under the last will and testament of S. M., late of, &c., deceased), of the one part; and R. B., of, &c., of the other part.

Recital of the will.

WHEREAS the said S. M., in and by her last will and testament in writing, bearing date the day of which was in the year of our lord and made and published in such manner as by law is prescribed, for rendering valid the devises of lands and hereditaments, (after giving divers specific and pecuniary legacies,) for the better payment of her debts, funeral charges, and expenses, and the several sums of money thereinbefore by her given and bequeathed, did give and devise unto the said J. S. and H. T., their heirs and assigns, (among other lands and hereditaments,) ALL those her freehold woods, or pieces or parcels of woodland, &c., situate, &c. To hold the same unto the said J. S. and H. T., their heirs and assigns, for ever; IN TRUST, to sell and dispose of the same premises, as soon after her death as conveniently might be; and for the better enabling them so to do, she thereby authorized, empowered, and directed the said J. S. and H. T., and the survivor of them, and the heirs of the survivor of them, to make sale of, alien, and dispose of the same woods, woodland, and pre-

mises so devised to them as aforesaid, and every of them, with their appurtenances, to any person or persons whomsoever, who should be willing to purchase the same, or any part thereof, and to his, her, or the'r heirs, for such price or prices in money, as to them shall seem reasonable. AND upon payment of the said money arising by such sale or sales, to sign and give a proper receipt and receipts for the monies for which the same should be sold; which receipt or receipts, them, the said J. S. and H. T., or the survivor them, or the heirs of such survivor, she thereby declared should be a sufficient and absolute discharge to any purchaser or purchasers for so much of the purchase money as should be therein acknowledged or expressed to be received. And such purchaser or purchasers should not afterwards be answerable or accountable for any loss or misapplication of the purchase-money so received, or any part thereof. AND when any of the said woods, &c., and premises so as aforesaid devised to the said J. S. and H. T., should be sold, aliened, and disposed of, and such proper receipt and receipts should be signed and given for the purchase-money as aforesaid, then and from thenceforth all and every the same woods, &c., and premises so sold or aliened, should be and remain to the only use of such purchaser or purchasers, and his, her, or their heirs, for ever. And she did thereby declare that the said J. S. and H. T., and the survivor of them, and the executors and administrators of such survivor, should, out of the monies which should arise by any such sale and sales, and the residue of her personal estate, pay and discharge her debts and funeral charges and expenses, and the several legacies or sums of money thereinbefore by her bequeathed. AND she did thereby give and bequeath all the surplus and remainder of the said monies which should arise by such sale or sales as aforesaid, and the residue of her said personal estate which should remain after payment of her said debts, funeral expenses, and the said several legacies, and sums of money, unto them, the said J. S. and H. T., equally to be divided between them, share and share alike, to and for their own use and benefit; and of her said will appointed the said J. S. and H. T., joint executors, as by the said in part recited will, proved in common form, in the prerogative court of the archbishop of *Canterbury*, relation thereunto being had will more fully and at large appear. AND WHEREAS, the said R. B. hath contracted and agreed with the said J. S. and M. T., for the complete purchase of the absolute estate of inheritance in fee-simple of and in all that wood, or piece or parcel of

Trustees' receipt to be a discharge to purchaser for purchase money.
 And premises sold (after such receipt so given) to remain to purchaser in fee.
 Bequeaths all the residue of her estate (after payment of debts and legacies) to her trustees equally, and appoints them executors, who duly proved the said will.
 Recites contract for purchase.

woodland hereinafter mentioned to be hereby released,
 Witnesseth. at and for the price or sum of *l.* Now THIS IN-
 DENTURE WITNESSETH, that for and in consideration
 of the sum of *l.* of lawful, &c., by the said R. B.
 unto the said J. S. and H. T. in hand, at and before
 the sealing and delivery of these presents, well and
 truly paid in full for such purchase as aforesaid, the re-
 ceipt whereof, &c., they the said J. S. and H. T.,
 Granting HAVE, and each of them HATH granted, bargained,
 part. sold, aliened, released, and confirmed, and by these
 presents DO, and each of them DOTU, grant, &c., unto
 the said R. B., (in his actual possession, &c.), and to
 his heirs, ALL that wood, or piece or parcel of wood-
 land, &c., situate, &c., heretofore the inheritance of the
 said S. M., and devised by her to the said J. S. and
 H. T. as aforesaid; and all ways, timber, and other
 trees and woods, liberties, profits, advantages, heredita-
 ments and appurtenances whatsoever, to the said piece
 or parcel of woodland, hereditaments, and premises, or
 any part thereof belonging, &c., and the reversion and
 reversions, &c., and all the estate, and all deeds, evi-
 dences, and writings, &c., TO HAVE AND TO HOLD
 the said wood, or piece or parcel of woodland mentioned
 to be hereby granted and released, with the appurten-
 ances, unto the said R. B., his heirs and assigns, to the
 only proper use and behoof of the said R. B., his heirs
 and assigns, for ever, and to and for no other use, in-
 tent, or purpose whatsoever (1). AND the said J. S.
 and H. T., each of them covenanting only for himself,
 his respective heirs, executors, and administrators, and
 for the estate, title, possession, and further assurance of
 his undivided moiety of the aforesaid premises, do sever-
 ally covenant, promise, and agree to and with the said
 R. B., his heirs and assigns, by these presents, in man-
 ner following; (that is to say), that (for and notwithstand-
 ing any act, matter, or thing whatsoever, at any time
 done, committed, or wittingly or willingly suffered by
 them the said J. S. and H. T., or either of them, or by
 the said S. M., deceased, or by any of her ancestors),
 they the said J. C. and R. T., or one of them, is law-
 fully and rightfully seised of the said piece or parcel o
 woodland mentioned to be hereby granted and released
 with the appurtenances, of a pure, perfect, absolute, and
 indefeasible estate of inheritance in fee simple, without
 any condition, contingency, proviso, power of limitation

Covenant
 from trust-
 ees that
 they are
 seised in fee.

(1) The trustees having the residuum of the estate, it is reason-
 able they should covenant for title against their testatrix and her
 ancestors; otherwise, if they were only bare trustees they could not
 be expected to covenant further than against their own acts and in-
 cumbrances.

of any new or other use or uses, or any other restraint, matter, or thing whatsoever, to alter, change, charge, defeat, determine, or make void, the same. AND ALSO Right to that they the said J. S. and H. T., (for and notwithstanding such act, matter, or thing as aforesaid), have, or one of them hath, in himself or themselves, good right, full power, and lawful and absolute authority to grant, bargain, sell, and release all and singular the same premises hereby mentioned to be granted and released, with the appurtenances, unto and to the use of the said R. B., his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. For quiet enjoyment. AND FURTHER, that he the said R. B., his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess, and enjoy the said piece or parcel of woodland, hereditaments, and premises hereby granted and released, and receive and take the rents, issues, and profits thereof, to and for his and their own use and uses, without the let, suit, hindrance, interruption, or denial of the said J. S. and H. T., or either of them, their or either of their heirs or assigns, or of any other person claiming or to claim by, from, or under them, or either of them, or by, from, or under the said S. N., deceased, or any of her ancestors. For further assurance. AND that free and clear, &c., (*free from incumbrances*). AND MOREOVER, that they the said J. S. and H. T., and their heirs, and all and every other person and persons having or lawfully claiming, or who shall or may have or lawfully claim, any estate, right, title, trust, or interest of, in, or to the same premises mentioned to be hereby granted and released, or any part thereof, by, from, or under them, either or any of them, or by, from, or under the said S. N., deceased, or any of her ancestors, shall and will from time to time, and at all times hereafter, at the reasonable request, costs, and charges in the law of the said R. B., his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, &c., all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, and more effectually conveying and assuring the said premises hereby granted and released as aforesaid, or any part thereof, unto and to the use of the said R. B., his heirs and assigns, for ever, be the same by fine or fines, common recovery or common recoveries, or any other matter of record or otherwise howsoever, as by the said R. B., his heirs or assigns, or his or their counsel, shall be lawfully and reasonably devised, or advised, and required, so as

RELEASES, OR CONVEYANCES.

such further assurances contain in them no further or other covenants or warranty than against the person or persons who shall be required to make and execute the same, and against his, her, and their own heirs' acts and deeds respectively, and so as no person be compelled or compellable to go or travel from his or her place of abode for the doing thereof. IN WITNESS, &c.

—♦—

Conveyance from Trustees, under a Deed of Trust, from an Insolvent to a Purchaser, with an Assignment from Mortgagees of a Term to a Trustee for Purchaser.

Parties.	THIS INDENTURE, made, &c., between [trustees], of the first part; [a trustee of the insolvent's for preventing dower], of the second part; [insolvent], of the third part; [mortgagees], of the fourth part; [purchaser], of the fifth part; [trustee for preventing dower], of the sixth part; and [a trustee to whom the mortgage term is assigned in trust], of the seventh part.
Recitals.	WHEREAS, by indenture of lease and release, bearing date respectively, the, &c., and made or expressed to be made, between, &c., for the considerations in the said indenture of release expressed, the pieces or parcels of land, and other hereditaments hereinafter particularly mentioned, and intended to be hereby granted and released, were conveyed and limited, TO THE USE of the said [insolvent] and his trustee, and the heirs and assigns of the insolvent for ever; but nevertheless as to the estate of the said
Trust	[trustee], IN TRUST only of the said [insolvent], his heirs and assigns, and to be conveyed and disposed, from time to time, as he or they should direct or appoint. AND WHEREAS, [here was recited a mortgage from insolvent and his trustee, for securing l., whereby the said hereditaments were demised for a
Deed	term of 500 years to the mortgagees]. AND WHEREAS, by indentures of lease and release, bearing date, &c., and made or expressed to be made between the said [insolvent], of the one part; and the said [trustees], of the other part; for the consideration therein expressed, the said [insolvent] did grant, release, and confirm unto the said [trustees], their heirs and assigns, the piece or parcel of land, and other hereditaments hereinafter particularly mentioned and described, and intended to be hereby granted and released, with the appurtenances, TO HOLD the same unto and TO THE USE of the said [trustees], their heirs and assigns, upon trust that they, the said [trustees], or the survivor of them, or the heirs of such sur-

vivor, should, with all convenient speed, make sale and dispose of the said pieces or parcels of land, and all other the premises, [*take these words from the deed of trust*], and that the receipts of the trustees should be a sufficient discharge, &c., and that purchasers should not be answerable, &c. AND WHEREAS, the said [*trustees*] have contracted and agreed with the said [*purchaser*], for the absolute sale to him, the said [*purchaser*], of the piece or parcel of land, and other hereditaments hereinafter particularly mentioned, and intended to be hereby granted and released, with their appurtenances, and the fee simple and inheritance thereof in possession, free from incumbrances, at or for the price or sum of *l.* AND WHEREAS, all interest which has become due on the aforesaid sum of

Contract.

l., hath been duly paid to the said [*mortgagees*], up to the day of the date of these presents, so that the said principal sum of *l.* only now remains due to them, upon or by virtue of the security aforesaid, as they, the said [*mortgagees*], do hereby admit and acknowledge. NOW THIS INDENTURE WITNESSETH,

Consideration.

that in consideration of the sum of *l.*, of lawful money of Great Britain, to the said [*mortgagees*], paid by the said [*purchaser*], as hereinafter is mentioned. AND also in consideration of the sum of *l.*, of like lawful money, to them, the said [*trustees*], in hand, well and truly paid by the said [*purchaser*], at or immediately before the sealing and delivery of these presents, the receipt and payment of which two several sums of *l.* and *l.*, making together the sum of

l., the purchase money aforesaid, they, the said [*trustees*], do hereby respectively admit and acknowledge, and of and from the same, and every part thereof, do, and each and every of them doth acquit, release, and discharge the said [*purchaser*], his heirs, appointees, executors, administrators, and assigns, for ever, by these presents. AND for and in consideration of the sum of 5s., of, &c., to each of them, the said [*trustee for barring dower*], and [*insolvent*], paid by the said [*purchaser*], at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; they, the said [*trustees for sale*], and also the said [*trustee for barring dower*], at the request and by the direction of the said [*insolvent*], testified by his being a party to, and sealing and delivering these presents, have, and each and every of them hath, bargained, sold, aliened, released and confirmed, and by these presents do, &c., and the said insolvent hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth, &c., unto the

Granting part.

said [*purchaser*], (in his actual possession now being, by virtue of a bargain and sale to him thereof made, by, &c., in consideration of s. to each of them, the said, &c., paid by the said [*purchaser*], by an indenture, bearing date the day next before the day of the date hereof, and commencing ~~from~~ the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to his heirs, ALL, &c., together with all and singular ways, &c., and the reversion, &c., and all the estate, &c., of them, the said, &c., TO HAVE AND TO HOLD the said, &c., hereinbefore described, and hereby granted, released, or otherwise assured, or intended so to be, unto the said [*purchaser*], his heirs and assigns, to such uses, [*here add uses to prevent dower*], AND EACH and every of them, the said [*the parties of the first and second parts*], so far as relates to his or her own acts and deeds only, but not further otherwise, doth hereby for himself, and herself, and his and her respective heirs, executors, and administrators, covenant and declare, to and with the said [*purchaser*], and his heirs, by these presents, that they, the said, &c., respectively, have not, at any time heretofore, made, done, committed, or executed, or suffered, or wittingly, or willingly permitted or suffered, or been party or privy to, any act, matter or thing whatsoever, whereby, or by reason or means whereof, the said piece or parcel of land, hereditaments and premises, hereinbefore granted, released, or intended so to be, or any of them, or any part thereof, are, is, can, shall, or may be impeached, charged, or encumbered, in title, estate, or otherwise howsoever. AND the said [*insolvent*], for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said [*purchaser*], his heirs and assigns, by these presents, in manner following; (that is to say), *That for, and notwithstanding any act, matter, or thing, by him, the said [*insolvent*], made, done, committed, or suffered, or knowingly or willingly suffered to the contrary, they, the said [*parties of the first, second, and third parts*], or some or one of them, are or is, lawfully seised, &c. And that for and notwithstanding, &c., they, the said, &c., or some or one of them, hath in themselves, himself, or herself, good right, &c., to grant, bargain, sell, release, and confirm the said, &c., to the uses hereinbefore limited, expressed, and declared, of or concerning the same, in manner aforesaid, &c. And that the said pieces, &c., hereinbefore granted and released, &c., shall and may go and remain, &c., free from incumbrances, and a covenant from [*insolvent*] for further assurance. AND THIS*

Habendum.

Covenant
from trustees,
that they have
done no act
to encumber

Covenants
from insolvent
for the
title.

INDENTURE FURTHER WITNESSETH, that for and in consideration of the sum of *l.*, of, &c., at, or immediately before the sealing and delivery of these presents, to them, the said [*mortgagees*], in hand, well and truly paid by the said [*purchaser*], at the request and by the direction, as well of the said [*trustees*], as of the said [*insolvent*], testified by their respectively being parties to, and sealing and delivering these presents (the receipt of which said sum of *l.*, in full discharge of all principal monies and interest, due upon or by virtue of the said mortgage, they the said [*mortgagees*], do hereby respectively admit and acknowledge, and of and from the same, and every part thereof, do, and each of them doth, hereby acquit, release, and discharge, as well the said [*purchaser*], his heirs, appointees, executors, administrators, and assigns, as also the said [*insolvent*], his heirs, executors, administrators, and assigns, for ever, by these presents, they, the said [*mortgagees*], at the request and by the direction, as well of the said [*trustees*], as of the said [*insolvent*], and upon the nomination and appointment of the said [*purchaser*], testified by their respectively being parties to, and sealing and delivering these presents, have, and each of them HATH, bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said [*trustee of the seventh part*], his executors, administrators, and assigns, the several pieces or parcels of land, hereditaments, and all and singular other the premises comprised in the said term of *years*, created by the hereinbefore in part recited indenture of, &c., hereinbefore granted and released, and intended so to be, and every part and parcel of the same, with their and every of their rights, members, and appurtenances, and all the estate, rights, title, interest, term and terms of years, yet to come and unexpired, property, possibility, claim, and demand whatsoever, both at law and in equity, of them, the said [*mortgagees*], and each of them, in, to, from, and out of the same premises, and every of them, and every part thereof. TO HAVE AND TO HOLD the said pieces or parcels of land, hereditaments, and all and singular other the premises hereinbefore assigned, or expressed, or intended so to be, with their appurtenances, unto the said [*trustee*], for all the rest and residue of the said term of 500 years, IN TRUST nevertheless, for the said [*purchaser*], his heirs, appointees, and assigns, and to assign and dispose of the same, as he or they shall, from time to time, direct or appoint; and, in the meantime, to permit the residue and remainder of the said term of 500 years, to wait upon and attend the reversion, freehold, and inheritance

Assignment
 of mortgage
 term in-
 terest.

Covenant
from mort-
gagees, that
they have
done no act
to encum-
ber.

of the same premises, so as to protect the same from all mesne incumbrances, (if any such there be). AND the said [*one of the mortgagees*], so far as relates to his own acts and deeds only, but not further or otherwise, doth for himself, his heirs, executors, and administrators; AND the said [*the other mortgagee*], so far as relates to his own acts and deeds only, but not further or otherwise, doth, for himself, his heirs, executors, and administrators, covenant and declare, with and to the said [*trustee of term*], his executors, administrators, and assigns, by these presents, that they, the said [*mortgagees*], respectively, have not, at any time heretofore, made, done, committed, or executed, or knowingly or willingly suffered, or been party or privy to any act, deed, or matter or thing whatsoever, whereby, or by reason or means whereof the said hereditaments and premises hereinbefore assigned, or intended so to be, or any of them, or any part thereof, are, is, can, shall, or may be impeached, charged, encumbered, or in anywise affected, in title, estate, or otherwise howsoever. IN WITNESS, &c.

—◆—

Conveyance from Trustees under a Marriage Settlement, in pursuance of a Power of Revocation reserved therein.

THIS INDENTURE, &c., between [*trustees*], of the first part; C. H. T., of, &c., and the Honourable H. S. his wife, of the second part; and [*purchaser*], of the third part; and [*trustee for barring dower*] of the fourth part.

Marriage
settlement
recited.

WHEREAS, by indentures of lease and release, bearing date respectively on or about, &c., the release being made or expressed to be made between the said C. H. T., (then lately called C. H., and who had since assumed, and then used the additional surname of T.), of the first part; the said H. S., his now wife, but then the Honourable H. S. T., spinster, daughter and only child of the Right Honourable H. L., Lord Viscount T., then deceased, of the second part; the said [*trustees*] of the third part; J. P. and J. V., esqrs., of the fourth part; R. P. and T. S., esqrs., of the fifth part; and the Rev. E. L., clerk, of the sixth part; (being the settlement made by the said H. S. T., in contemplation of the marriage then intended, and shortly afterwards had and solemnized between her and the said C. H. T.). IN CONSIDERATION of such then intended marriage, and in pursuance of the therein mentioned agreement, and for the nominal consideration of s., the said H. S. T. did

grant, release, and confirm unto the said [*trustees*], (among and together with divers manors, and other hereditaments), ALL and singular the lands and other hereditaments, situate at, &c., aforesaid, specified in the schedule annexed, or referred to by the now reciting indenture, and therein distinguished by the name of, &c., which said hereditaments are intended to be hereinafter particularly described and conveyed, with their appurtenances; to hold the same unto the said [*trustees*], and their heirs, to the uses, upon the trusts, and with the powers therein declared and contained thereof, to take effect after the solemnization of the said then intended marriage, for the several benefits of the said C. H. T. and S. his wife, and the issue of such marriage. AND IT WAS THEREBY PROVIDED, AGREED, AND DECLARED, that it should and might be lawful for the said [*trustees*], and the survivor of them, and the executors or administrators of such survivor, at any time or times thereafter, at and by the request and direction of the said C. H. T., and H. S., his then intended wife, during their joint lives, and after the decease of such of them as should first depart this life, then, at and by the request and direction of the survivor of them, during his or her life, and after the death of such survivor, then, at and by such other request and direction as therein mentioned, such request and direction to be testified by some writing or writings, under the respective hands and seals of the person or persons, whose request and direction is thereby made requisite to dispose of, and convey by way of absolute sale, all or any part or parts of the manor, messuages, lands, hereditaments and premises thereby released, and the inheritance thereof in fee simple, unto any person or persons whomsoever, for such price or prices in money, as to them the said [*trustees*], and the survivor of them, and the executors, or administrators of such survivor should seem meet; and that it should be lawful for the said [*trustees*] and the survivor of them, his executors, or administrators, (at and by such request and direction, and so testified as aforesaid), by any deed or deeds, instrument or instruments in writing, signed, sealed, and delivered, by them or him, in the presence of, and attested by two or more credible witnesses, absolutely to revoke, determine, and make void the same, and every or any of the uses, trusts, powers, and provisos therein limited, expressed, and declared, of or concerning the hereditaments which should be so agreed to be sold, or any part thereof, and by the same or any other deed or deeds, instrument or instruments in writing, to limit, direct, or appoint, any use or uses, estate

Parcels.
The proviso of revocation.

RELEASES, OR CONVEYANCES.

or estates, trust or trusts, of the said hereditaments, the uses and trusts, of which it should be thought necessary or expedient, to limit, declare, direct or appoint, in order to effectuate any such disposition or conveyance as aforesaid. AND ALSO, that upon payment of the money to arise by any sale or sales of the said hereditaments, or any part thereof, it should be lawful for the said [trustees], and the survivor of them, to sign and give receipts for the money for which the same should be so sold, and that such receipts should be good and sufficient acquittances and discharges to the person or persons paying the same respectively, and taking such receipt or receipts for the same respectively, for the money for which the same should be so given, or for so much thereof as in such receipt or receipts should be acknowledged to be received. AND that the person or persons paying the same respectively, and taking such receipt or receipts for the same respectively, and his, her or their heirs, executors, administrators or assigns, should not afterwards be answerable or accountable for any loss, misapplication or non-application of the said monies, or be in anywise obliged to see to the application thereof, or any parts thereof respectively. AND WHEREAS, the said [trustees], pursuant to the said power given them by the before in part recited indenture in that behalf, have, at and by the request and direction of the said C. H. T., and H. S. his wife, contracted and agreed with the said G. O., for the absolute sale to him of the inheritance in possession, free from incumbrances, of the lands, and other hereditaments hereinafter particularly described, and intended to be hereby released, at or for the price or sum of £.; and he the said [purchaser], is minded and desirous that the same shall be limited and assured to the uses hereinafter declared. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £. of lawful money, &c., to the said [trustees], at or upon the execution of these presents, in hand well and truly paid by the said [purchaser], with the privity and consent of the said C. H. T., and H. S. his wife, testified as hereinbefore mentioned, the receipt whereof the said J. L. and C. L. do hereby acknowledge, and do admit the same to be in full for the absolute purchase of the lands and other hereditaments intended to be hereinafter released, and of and from the same sum, and every part thereof, they the said [trustees], and also the said C. H. T. and H. S. his wife, do, and every of them doth, acquit, release and discharge the said G. O., his heirs, executors, administrators and assigns, for ever, by these presents, and pursuant to,

Contract.

Revocation.

and by force and virtue, and in exercise of the power or authority of the said [*trustees*], for this purpose given, by the before in part recited indenture of release, and settlement, and all other powers and authorities, enabling them in this behalf, they the said [*trustees*], at the request and by the direction of the said C. H. T. and H. S. his wife, testified by this writing, under their respective hands and seals, do by this present deed, or instrument or instruments in writing, by them the said [*trustees*] signed, sealed, and delivered, in the presence of, and attested by the two credible persons, whose names are intended to be thereupon indorsed, as witnesses attesting the signing, sealing and delivering of these presents, by the said [*trustees*], absolutely revoke, determine, and make void, all and singular the uses, trusts, powers, provisos and agreements, in and by the hereinbefore in part recited indenture of release and settlement, limited, declared, and expressed, of or concerning the said lands, and other hereditaments, hereinafter described, and intended to be hereby appointed and released, or any of them. AND THIS INDENTURE ALSO WITNESSETH, that in pursuance of the said agreement, and in consideration of the said sum of *l.* so by the said [*purchaser*], paid as hereinbefore is mentioned, and pursuant to, and by force and virtue, and in exercise of the power and authority to the said [*trustees*], for this purpose given, by the hereinbefore in part recited indenture of release and settlement, all other powers and authorities enabling them in this behalf, and in compliance with, and in consequence of the request and direction of the said C. H. T., and testified, as aforesaid, they, the said [*trustees*], by this deed or instrument in writing, so by them signed, sealed and delivered, and intended to be attested as hereinbefore expressed, do, and each of them doth hereby limit, declare, direct and appoint, that all and singular the lands and other hereditaments, the uses whereof are before revoked as aforesaid, and hereinafter described and intended to be hereby released, with their appurtenances, shall from henceforth go, remain, and be, and that the said indenture of release and settlement shall, as to the same lands and hereditaments, operate and enure, to the uses, upon the trusts, and with the power hereinafter declared and contained thereof, for the sole benefit of the said [*purchaser*], his heirs and assigns. AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the aforesaid agreement, and in consideration of the sum of *l.* so by the said [*purchaser*] paid as hereinbefore is mentioned, and in consideration of the sum of *s.* of like

Appoint-
ment of
trustees.

Grant and
release.

RELEASES, OR CONVEYANCES.

lawful money by the said [*purchaser*], now paid to the said C. H. T. and H. S. his wife, the receipt whereof is hereby acknowledged; and for the better assuring the said lands and other hereditaments in manner hereinafter mentioned; they the said [*trustees*], at such request, and by such direction of the said C. H. T. and H. S. his wife, and so testified as hereinbefore mentioned, and according to the estate and interest of them the said [*trustees*], in the said land and other hereditaments hereinafter released, or intended so to be, and so far only as they lawfully can or may have, and each of them hath bargained, sold, aliened and released, and by these presents do, &c., and the said C. H. T. and H. S. his wife, have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do, &c., unto the said [*purchaser*], (in his actual possession now being, by virtue of a bargain and sale to him thereof made, by the said [*trustees*], and C. H. T. and H. S. his wife, in consideration of 5s. to them paid by the said [*purchaser*], in and by an indenture, bearing date the day next before the day of the date of these presents, and commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for the transferring uses into possession), and to his heirs, all, &c., together with all and singular ways, and the reversions, &c., and all the estate, &c., of them the said [*trustees*], and C. H. T. and H. S. his wife, &c., To HAVE AND TO HOLD, &c. (*uses to prevent dower*) (covenants from C. H. T. with [*purchaser*], that notwithstanding any act, &c., the power by the before in part recited indenture of settlement, given or limited to the said [*trustees*] as aforesaid, was thereby well and effectually created) and that the same was in full force, and in nowise suspended, extinguished, or impeached, and that by the exercise thereby made of the said power, and the grant and release thereinbefore contained, the said lands and other hereditaments, thereinbefore limited and appointed, or assured, and every part thereof, will be well and effectually conveyed and assured to the said [*purchaser*], &c., for peaceable possession, free from incumbrances, and for further assurances. IN WITNESS, &c.

Release from Trustees under a Deed of Trust to a Purchaser.

THIS INDENTURE, made, &c., between the Right Honourable H. L. P., of the first part; W. E. and J. G., of the second part; A. C. and J. W. P., of the third part; and Sir T. H., of the fourth part.

RECITES a mortgage made by the said H. L. P. for years to the said A. C. and J. W. P., of (amongst other) the premises thereafter mentioned. Recites a deed-poll charging the premises with more. Recites indenture of lease and release from H. L. P. to said W. E. and J. G., conveying all, or the greatest part of the premises comprised in the said mortgage, in trust for the payment of the mortgage and other debts of the said H. L. P. Recites that the said respective sums of *l.* and *l.*, are wholly due and owing to the said A. C. and J. W. P. on said recited mortgage, with some interest on the same. AND WHEREAS, the said Sir T. H. hath contracted and agreed with the said W. E. and J. G., for the purchase of the premises hereinafter mentioned to be hereby released, being part and parcel of the premises comprised in the said several in part recited indentures, at and for the price or sum of

l., and at the time of making such contract it was agreed, and the said A. C. and J. W. P. are now consenting, that the said purchase-money should be paid to the said W. E. and J. G., to be by them applied according to the trusts expressed in the said recited indenture of release, and thereupon the said A. C. and J. W. P., have consented to join in the conveyance of the premises hereinafter mentioned, to be hereby granted and released in manner hereinafter mentioned, in order to assign over all their estate and interest in such purchased premises, to the intent that the said term and estate of *years*, so far as the same relates to such premises, may become merged and utterly extinguished in the freehold and inheritance of the same premises hereinafter mentioned to be hereby granted and released. NOW THIS INDENTURE WITNESSETH, that

in consideration of the said sum of *l.*, of lawful, &c., by the said Sir T. H., (at the request and by the direction of the said H. L. P., and also of the said A. C. and J. W. P., testified, &c.), to the said W. E. and J. C. in hand, well and truly pay in full for such purchase as aforesaid, the receipt, &c., (which said sum of *l.* is the same sum mentioned to be the consideration of a certain indenture of bargain and sale quadrupartite bearing even date herewith, and made or mentioned to be made between the said H. L. P. of

Recites mortgages for years and conveyance of mortgaged premises in trust to sell.

Recites contract for purchase with trustees.

And mortgagees consent to join in the conveyance in order to merge the mortgage term.

Witnesseth.

Refers to a bargain and sale inrolled.

RELEASES, OR CONVEYANCES.

Separate co-
venant from
trustees that
they have
not incum-
bered.

the first part; the said W. E. and J. G., of the second part; the said A. C. and J. W. P., of the third part; and the said Sir T. H., of the fourth part; and intended to be inrolled in his majesty's court of King's Bench). And in consideration of the sum of 5s. of like lawful money, by the said Sir T. H., to every of them the said H. L. P., A. C., and J. W. P., in hand likewise, at and before the sealing and delivery of these presents well and truly paid, the receipt, &c., they the said W. E., J. G., A. C., and J. W. P., HAVE, and every of them, hath bargained, sold, aliened, released, assigned, and quit-claimed, and by these presents DO, &c., and every of them BOTH, (by the direction of the said H. L. P., testified as aforesaid), bargain, sell, alien, release, assign, and quit-claim, and also the said H. L. P., HATH granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents BOTH grant, bargain, sell, alien, release, ratify, and confirm unto the said Sir T. H. (in his actual possession *by bargain and sale from H. L. P., W. E., and J. G.*), ALL, &c. And the estate, &c. And all deeds, &c. TO HAVE AND TO HOLD the said messuage and premises hereby granted, released, and assigned, or intended so to be, with their and every of their appurtenances unto the said Sir T. H., his heirs and assigns, to the only proper use of the said Sir T. H., his heirs and assigns, for ever. And the said W. E. and J. G., each of them separately and apart for himself, and for his respective heirs, executors, and administrators, and for his own acts only, and not jointly, or the one of them for the other, or the acts or defaults of the other, do hereby severally covenant and declare to and with the said Sir T. H., his heirs and assigns, that they the said W. E. and J. G., respectively, have not at any time heretofore made, done, or committed, or wittingly or wilfully suffered any act, matter, or thing whatsoever, whereby, or by means whereof the said messuage, hereditaments, and premises mentioned to be hereby granted and released as aforesaid, or any part thereof, are, is, or can, or may be impeached or incumbered in title, charge, estate, or otherwise however. *The like covenant from A. C. and J. W. P., covenant from H. L. P., that the said W. E. and J. G., or some or one of them, are scised in fee, and that the said W. E., J. G., A. C., and J. W. P., have a right to convey, and for quiet enjoyment, and for further assurance, &c.* IN WITNESS, &c.

Release of Lands to Trustees, in Trust to sell or mortgage, and pay Debts (1).

THIS INDENTURE, made the day of in the
 BETWEEN J. S., of, &c., esq., of the one
 part; and the Right Honourable F. B., R. S., of,
 &c., R. D., of, &c., and C. B., of, &c., of the
 other part.

WHEREAS, the said J. S. is indebted to sundry persons mentioned in the schedule hereunder written, or hereunto annexed, in several sums of money secured by mortgages, bonds, and judgments; and is also indebted to several other persons named in the said schedule in very considerable sums of money due upon notes and other simple contracts. AND the said J. S. hath granted several annuities or rent-charges to different persons during their lives, or the life of some other person, or for or during his own life: and for securing the payment of the said annuities, hath confessed several judgments which have been entered up against him, or hath charged the said annuities on his real estate, or on some part or parts thereof, which are likewise mentioned in the said schedule hereunto annexed. AND WHEREAS, the said J. S., is seised of and in the said several freehold and copyhold manors, messuages, lands, tenement, rectories, advowsons, tithes, and hereditaments in the counties of, &c., hereinafter particularly mentioned and described, in fee simple in possession, subject to several mortgages, charges, annuities, and other incumbrances affecting the same, or some part or parts thereof, and the said J. S., being desirous of making provision for the due and regular payment and discharge of the several principal sums of money due and owing from him on the mortgages, bonds, judgment, notes, and simple contracts, which are particularly mentioned and set forth in the schedule thereof hereunder written, or hereunto annexed, and the interest now due, and which shall from time to time become due, for or in respect of such of the said sums of money as now carry interest, until the same can be paid off and discharged, hath proposed and agreed to convey, surrender, and assure the several manors, messuages, &c., and hereditaments, whereof he is so seised as aforesaid, unto and to the use of the said E. B., R. S., R. D., and C. B., their heirs or assigns, UPON TRUST, that they, or the survivor or sur-

Recites that grantor is indebted to sundry persons named in the schedule;

and that he hath granted annuities to different persons, and confessed judgment for securing the same.

That he is seised in fee of several freehold manors, &c. and hath proposed to convey the same, in order to make a provision for the payment and satisfaction thereof.

(1) This deed, (which was settled by a gentleman of the first eminence), is excellently well calculated for the purposes intended.

RELEASES, OR CONVEYANCES.

vivors of them, or the heirs or assigns of such survivor, shall and do, by sale or mortgage of the said premises, or of a competent part thereof, levy and raise a sufficient sum of money for the purposes aforesaid, and by and out of the money arising from such sale or sales, mortgage or mortgages, pay off and discharge the said several principal sums of money so due and owing from the said J. S., as aforesaid, and the interest now due and to become due in respect of the same, or any of them, and redeem the said annuities, (except an annuity to as hereinafter mentioned), or such of them as they shall think fit, in such manner as hereinafter is mentioned. NOW THIS INDENTURE WITNESSETH, that for the purpose aforesaid, and for the effectually carrying the said recited proposal and agreement of the said J. S. into execution, and for and in consideration of the sum of £. of lawful, &c., to him, the said J. S., in hand, well and truly paid by the said E. B., R. S., R. D., and C. B., at and before the sealing and delivery of these presents, the receipt, &c., and for divers other good and valuable causes and considerations him the said J. S. hereunto moving, he the said J. S. hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, &c., unto the said E. B., R. S., R. D., and C. B., (in their actual possession, &c.,) and to their heirs and assigns, all, &c. And all the estate, &c., TO HAVE AND TO HOLD the said manors or lordships, messuages, farm lands, tenements, rectories, advowsons, tithes, hereditaments, and all and singular other the premises hereinbefore mentioned, and hereby granted and released, or intended so to be, and every part thereof, with their and every of their appurtenances, (except as hereinbefore is excepted), unto the said E. B., R. S., R. D., and C. B., to the use of them the said E. B., R. S., R. D., and C. B., their heirs and assigns, for ever; BUT NEVERTHELESS, upon the trusts, and for the several intents and purposes, hereinafter mentioned and declared, of and concerning the same. AND THIS INDENTURE FURTHER WITNESSETH, that for the purposes and considerations hereinbefore mentioned, he the said J. S. doth for himself, his heirs, executors, and administrators, promise and agree to and with the said E. B., R. S., R. D., and C. B., their heirs, executors, and administrators, that he the said J. S., or his heirs, shall and will immediately, or as soon as conveniently may be after the execution of these presents, surrender, or cause or procure to be surrendered, into the hands of the respective lords of the manor of R., in the county

Witnesseth
considera-
tion.

Granting
part.

Parcels.
Habendum.

To trustees
in fee.

Upon trusts
after men-
tioned.

Further
witnesseth
a covenant
to surrender
copyhold
premises to
trustees,

aforesaid, and the manors and rectory of R., in the county of S., according to the custom of the same manors, ALL, &c., and also all other the customary or copyhold messuages, lands, tenements, and hereditaments, of him the said J. S., held of the aforesaid manors of R., and the rectory of R., or any of them, or any other manor or manors, in the said county of S., to the use of the said E. B., R. S., R. D., and C. B., and their heirs and assigns, but nevertheless, upon the trusts, and for the several intents and purposes hereinafter mentioned and declared of and concerning the same. AND it is hereby expressly declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that all and singular the freehold and copyhold manors, rectories, advowsons, messuages, lands, tenements, tithes, and hereditaments hereinbefore particularly mentioned and described, are hereby granted and released, or intended so to be, and covenanted to be surrendered to them, upon the trusts, and for the several intents and purposes hereinafter mentioned and declared of and concerning the same respectively; (that is to say), UPON TRUST, that they the said E. B., R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs of such survivor, shall and do, as soon as conveniently may be after the execution of these presents, of their or his own proper authority, or without the concurrence of, or any further power or authority from, the said J. S., or his heirs, (unless the same shall be required by the trustee or trustees for the time being, or any purchaser or purchasers, mortgagee or mortgagees), surrender and convey, either absolutely or by way of mortgage in fee simple, or for any term or terms of years, ALL and singular the said freehold and copyhold manors or lordships, messuages, rectories, tithes, lands, tenements, and hereditaments hereinbefore mentioned, and hereby granted and released, and covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, or a sufficient or competent part thereof, for the purposes aforesaid, such sale or sales to be made either together or in parcels, and either by public auction or private contract, for the best price or prices, and most money that at the time of such sale or sales can be reasonably had or gotten for the same, and such mortgage and mortgages to be made of the whole or of any part of the premises hereby granted or conveyed, or intended so to be, to such person or persons as shall be willing to purchase the same, or to take a mortgage or mortgages thereof, who having paid his, her, or their purchase or mortgage money to, and obtained

upon trusts
after men-
tioned.

Declaration
that the pre-
mises are so
conveyed to
trustees.

Upon trust,
by sale or
mortgage to
raise money
for purposes
after men-
tioned.

Trustees receipts to a sufficient discharge to purchasers or mortgagees, who are not to be answerable for any loss, &c. a receipt or receipts for the same from the said E. B., R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs or assigns of such survivor, shall be by such receipt or receipts freely acquitted and discharged from such purchase-money or purchase-mones, or the sum or sums of money to be borrowed on mortgage or mortgages of the said premises, or any of them, or so much thereof as in such receipt or receipts shall express to be received, and shall not afterwards be liable to see to the application of the same, or answerable for the loss or misapplication thereof.

And upon further trust, in the first place out of the purchase or mortgage money to pay their own expenses, and the costs of making such sale, FURTHER TRUST, that they the said E. B., R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs, executors, or administrators of such survivor, shall and do, by, with, and out of the money to arise by such sale or sales, or to be borrowed on any such mortgage or mortgages, and by and out of the rents and profits of the said manors, messuages, rectories, tithes, lands, tenements, and other the hereditaments hereby granted and released, and covenanted to be surrendered, or intended so to be, in the mean time, in the first place pay the costs, charges, and expenses of the trustee or trustees for the time being, in the execution and performance of the trusts hereby reposed in the said trustees, and also the costs and charges of preparing for and making such sale and sales, or anywise relating thereunto; AND in the next place do and shall pay to the said J. S., yearly and every year, the sum of

and in the next place pay grantor an annuity, £., by two equal portions, on the feast of St. Michael the archangel, and the annunciation of the blessed Virgin Mary. in every year, without making any deduction or abatement out of the said yearly sum to be paid or allowed to the said J. S., for taxes, or on any other account whatsoever; the first payment of the said yearly sum of £., to be made on such of the said feasts as shall

and then pay principal and interest on mortgage of lands to be sold, happen next after the execution of these presents. AND after the payment of the said costs, charges, and expenses of the said annuity, yearly rent, or yearly sum hereby provided for the said J. S., do and shall pay off, satisfy, and discharge all the principal money and interest now due, or hereafter to grow due on the several mortgages mentioned in the schedule hereunto written or hereunto annexed, made by the said J. S., of or affecting the manors, &c., and hereditaments so to be sold, such mortgages to be respectively paid out of the money arising by sale of the estates whereon they are respectively charged. AND in the next place do and shall, by, with, and out of the money to arise by such sale or sales, or to be borrowed on any mortgage or mortgages to be made by the said trustee, or the survivor or survivors

of them, or the heirs or assigns of such survivor, re- ^{them as} deem all the annuities granted by the said J. S., ^{trustees} (except the annuity to the said), or such of ^{shall think} them as the said trustees shall think fit to redeem, ^{fit;} and pay all the arrears thereof, and the costs and charges of assigning or entering satisfaction on the records of the several judgments for the securing such annuities. AND after redeeming the same, and paying ^{and then} such arrears thereof, and the costs of assigning or ^{discharge} entering such satisfaction, do and shall pay off and ^{all judg-} discharge the several sums of money secured by the ^{ment debts;} judgments mentioned in the schedule hereunder written or hereunto annexed, entered up against the said J. S., and the interest thereof, and the costs and charges of assigning or having satisfaction acknowledged on the records of such judgments, to be paid and discharged at such time or times, in such order, course, priority, and manner, as to them the said E. B., R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs, executors, and administrators of such survivor, shall seem most proper and convenient. AND from and ^{and then all} after payment thereof, do and shall discharge all ^{bond debts.} sums of money secured by the several bonds particularly mentioned and specified in the schedule hereunder written, or hereunto annexed to be due and owing to the several persons therein named, together with the interest thereof now due and to become due; the said several debts secured by bonds to be paid and discharged at such time or times, and in such order, course, priority, and manner, as to them the said E. B., R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs, executors, or administrators of such survivor, shall seem meet, proper, and expedient. AND ^{And after} from and after full satisfaction and discharge of all ^{payment of} the said several sums secured by judgments and bonds, ^{all judg-} and all interest now due and to grow due for the same ^{ment and} respectively before the same shall be paid off and ^{bond debts} discharged, THEN UPON TRUST, that they the said E. B., ^{and interest,} R. S., R. D., and C. B., or the survivor or survivors of them, or the heirs, executors, or administrators of such survivor, shall and do pay off and discharge all the ^{to discharge} several simple contract debts particularly specified ^{all simple} and mentioned in the said schedule to be due and owing ^{contract} to the several persons therein also named, together ^{debts.} with the interest of such as bear or carry interest; the same simple contract debts to be likewise paid off and discharged at such time or times, and in such order, course, priority, and manner, as to them the said trustees, or the survivor or survivors of them, or the heirs, executors, or administrators of such survivor, shall

And after payment of all costs, the annuity to grantor, mortgages, judgments, and simple contract debts and interest, trustees to pay all the residue of the money undisposed of unto the grantor, his executors, &c.

In case any part of the said premises remain unsold, after answering the purposes mentioned, trustees to re-convey the same unto grantor and his heirs, &c., or unto such persons as he shall appoint.

seem most meet and convenient. AND from and after full payment, satisfaction, and discharge of all the said costs, charges, and expenses, and the said annuity hereby provided for the said J. S., and the said several mortgages, judgments, bonds, and simple contract debts in the order and manner aforesaid, and all interest due and to grow due for such of the same respectively as do carry or bear interest, then upon trust that they the said E. B., R. S., R. D., and C. B., and the survivors and survivor of them, or his heirs, executors, or administrators, shall and do pay all the residue of the money arising from such sale or sales as aforesaid, (if any shall remain in their hands unapplied or undisposed of), after payment of such debts, charges, outgoing, and incumbrances as aforesaid, unto the said J. S., his executors, administrators, and assigns, to and for his and their own use and benefit. AND it is hereby declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them and these presents, that in case any part of the manors, &c., and hereditaments hereinbefore mentioned, and hereby granted and released, and covenanted to be surrendered as aforesaid, and directed to be sold as aforesaid, shall remain unsold and undisposed of after the said several mortgages, judgments, bonds, and simple contract debts, and all interest due and to grow due for or in respect of the same respectively, or for or in respect of such of them as do carry or bear interest, shall be fully paid, satisfied, and discharged, THEN and in such case, and as soon as conveniently may be afterwards, they the said E. B., R. S., R. D., and C. B., or the survivors, &c., or the heirs or assigns of such survivors, shall and will at any time, upon the request and at the costs and charges of the said J. S., his heirs or assigns, re-convey, surrender, and re-assure unto and to the use of the said J. S., his heirs and assigns, or unto such other person or persons as he or they shall, by any writing or writings signed by him or them, with his or their hand or hands, direct and appoint, all such part, and so much of the said freehold and copyhold manors, &c., and hereditaments hereinbefore mentioned, with the appurtenances, as shall so remain unsold, with the equity of redemption of such part thereof as shall be so mortgaged, free from incumbrances to be made, done, or committed by the said E. B., R. S., R. D., and C. B., or the survivors, &c., his heirs, &c., in the mean time, but so as the person or persons required to make and execute such re-conveyance, surrender, and assurance be not compelled or compellable, for the making and doing thereof, to go or travel from

the place of his or their respective abode or dwelling ; any thing hereinbefore contained to the contrary thereof notwithstanding. PROVIDED ALWAYS, and it is hereby also declared and agreed by and between all the said parties to these presents, that in the mean time and until a sale or sales of the manors, messuages, &c., and hereditaments hereby granted and released, and covenanted to be surrendered, or intended so to be, and directed to be sold as aforesaid, or of a competent part thereof, for the purposes aforesaid, can be properly effected and completed, it shall and may be lawful to and for the said E. B., R. S., R. D., and C. B., or the survivors or survivor of them, his heirs and assigns, to hold and enjoy the same premises, and every part thereof, and receive and take all the rents, issues, and profits thereof, which from henceforth, until the time of such sale or sales, shall accrue and grow due in respect of the same; UPON TRUST, that they, or the survivors or survivor of them, and his heirs, shall and do, from time to time, apply and dispose of the rents, issues, and profits so to be received, in the first place, in paying and discharging of the said costs, charges, and expenses of the execution of the trusts hereinbefore mentioned, and in the next place in payment of the said annuity, hereinbefore provided for the said J. S., and after payment thereof, in paying and discharging all such arrears of interest as are now due and owing upon the said several mortgages affecting the estate hereby granted and released, or intended so to be, and the growing interest thereof, and also the interest of the sum or sums of money to be borrowed by virtue of these presents; and in the next place, of payment of the said annuities, and the interest of the said several other debts or sums of money in the said schedule mentioned, and of such other of the debts of the said J. S. the payment whereof is hereby provided for, as carry interest, or such of them as they shall think fit, (before the same shall be paid off and discharged by virtue of these presents): AND in case the rents, issues, and profits of the said premises so to be received as aforesaid, shall be more than sufficient to pay the said annuity hereby provided for the said J. S., and to keep down all surcharges of interest, and interest to accrue due as aforesaid, and the annuities granted by the said J. S., or such of them as shall be subsisting; THEN UPON TRUST, that they the said E. B., R. S., R. D., and C. B., and the survivors and survivor of them, and his heirs, shall and do, from time to time, until such time or times as such sale or sales shall be made as aforesaid, pay and apply the residue or surplus of such

Proviso that until premises are sold, trustees to receive the rents thereof, and apply the same for the purpose before mentioned.

Further witnesseth. Grantor assigns all rents of the said premises to trustees.

Habendum to trustees, their executors, &c., upon trusts before mentioned respecting the purchase or mortgage money.

Power of attorney to trustees to recover and receive the

rents, issues, and profits, for and towards satisfaction and discharge of the principal of the said securities, debts, or sums of money in the said schedule specified, and in or towards the redeeming the said annuities, so far as the same will extend. AND THIS INDENTURE FURTHER WITNESSETH, that for the purposes aforesaid, and for carrying the said hereinbefore recited agreement and proposal of the said J. S. into more effectual execution, and also for the considerations hereinbefore mentioned, he the said J. S. HATH bargained, sold, assigned, transferred, and set over, and by these presents BOTH bargain, &c., unto the said E. B., R. S., R. D., and C. B., their executors, administrators, and assigns, all such rents and rent, and arrears of rent and rents, sum and sums of money whatsoever, which, at the time of the execution of these presents, is and are due and owing to him the said J. C., from all, every, or any of the tenants, farmers, or occupiers of all or any of the freehold and copyhold manors, messuages, &c., hereditaments and premises hereinbefore mentioned to be hereby granted and released, and covenanted to be surrendered unto and to the use of them the said E. B., R. S., R. D., and C. B., their heirs and assigns, upon the trusts aforesaid, and all powers, remedies, and means whatsoever, for recovery of the said rent and rents, and arrearages of rent and rents, and also all the right, title, interest, property, claim, and demand whatsoever of him the said J. S., therein or thereto, or in respect of the same, TO HAVE, hold, receive, and take the same unto the said E. B., R. S., R. D., and C. B., their executors, administrators, and assigns, as fully and amply, to all intents and purposes, as the said J. S., his executors or administrators, could or might have done in case these presents had not been made, UPON SUCH TRUSTS, nevertheless, and to and for such intents and purposes, and to be paid, applied, and disposed in such sort, manner, and form, as are hereinbefore mentioned, expressed, and declared, of and concerning the payment and application of the money to arise from such sale or sales, or be borrowed on such mortgage or mortgages as are hereinbefore mentioned and declared to be made of the whole or any part of the manors, hereditaments, and premises hereby granted and released, and covenanted to be surrendered or intended so to be, and to and for no other use, trust, intent, or purpose whatsoever. AND for the considerations and purposes aforesaid, and in order to enable the said E. B., R. S., R. D., and C. B., and the survivors and survivor of them, and the executors, administrators, and assigns of such survivor, to recover and

receive the rent and rents, and arrears of rent and rents, ^{rents of} sum and sums of money, hereby assigned, or intended ^{premises.} so to be, HE the said J. S. HATH made, ordained, constituted, and appointed, and in his place and stead put and deputed, and by these presents hath made, &c., the said E. B., R. S., R. D., and C. B., and each and every of them, and the survivors and survivor of them, and the executor, administrators and assigns of such survivor, jointly and severally, his true and lawful attorney and attorneys, for him the said J. S., and in his name, or in their own names or name, to ask for, demand, receive, and take all and every such rent and rents, and arrears of rent and rents, so assigned as aforesaid, now due to the said J. S., from all, every, or any of the tenants, farmers, or occupiers of the several manors, hereditaments, and premises hereinbefore mentioned; and upon the receipt of the same, or any part or parts thereof, to give any receipt, release or releases, or other discharge or discharges for the same, either in their own names or in the name of him the said J. S., or of his executors or administrators. AND ALSO, in case of neglect of payment thereof, for him the said J. S., and in his name, or in their own names, to employ and make use of all such lawful remedies and means whatsoever, for the recovery and compelling the payment of all such rents and arrears of rents so assigned as aforesaid, as to them the said E. B., R. S., R. D., and C. B., or the survivors or survivor of them, or the executors or administrators of such survivor, shall seem meet and expedient, either by entering upon the several manors, messuages, lands, tenements, and hereditaments in respect whereof such rent or rents and arrears of rent or rents are due, and seizing and distraining all or any goods and chattels that shall be found thereupon, or upon any part or parts thereof, or by bringing any action or actions, or otherwise howsoever, and generally to do and transact in and about the premises all and whatsoever the said J. S. could do if he were personally present and did the same, he the said J. S., hereby ratifying and confirming all and whatsoever the said attorneys or attorney shall lawfully do or cause to be done therein, by virtue of these presents. PROVIDED ALSO, and it is hereby expressly declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case any of the persons named in the said schedule hereunder written or hereunto annexed, the creditors of the said J. S., shall at any time after the execution of these presents, bring or commence, or cause or procure to be brought or commenced, any

Proviso that if any of the creditors named in the schedule shall prosecute any action as lie against grantor, he

he shall
forfeit his
debt.

action or actions, suit or suits, either at law or in equity, against the said J. S., his heirs, executors, or administrators, or any of them, or against the said trustees, or the survivors or survivor of them, or the heirs, executors, administrators, or assigns of such survivor, for the purpose of recovering or compelling the payment of their or any of their respective debts or sums of money in the said schedule mentioned, or for payment of the said annuities, or any of them, or any part or parts thereof respectively, then, in such case, the person or persons so bringing or commencing any such action or actions, suit or suits, for the purposes aforesaid, shall not receive or be paid any sum or sums of money for, or in respect of his or their respective debts, out of the premises hereby conveyed, or have, or be entitled to have, any benefit or advantage whatsoever, under and by virtue of these presents, or the trusts hereby created and declared. AND WHEREAS, it is probable that some debts of the said J. S., intended to be satisfied and paid under and by virtue of these presents, may be omitted to be inserted in the schedule hereunder written or hereunto annexed, at the time of the execution of these presents, but may hereafter appear and be discovered, it is therefore expressly declared and agreed, by and between the said parties to these presents, that in order that provision may be made for the payment of such debts omitted out of the schedule, (if any), as the said trustees so hereby appointed, or the survivors or survivor of them, or the heirs or assigns of such survivor, shall think proper to discharge, that it shall and may be lawful, to and for the said E. B., R. S., R. D., and C. B., and the survivors and survivor of them, his heirs, executors, and administrators, in case they shall think fit, (but not otherwise), with the consent and approbation of the said J. S., testified in writing under his hand, by and out of the money to arise from such sale or sales, or by such mortgage or mortgages as aforesaid, to pay off and discharge all such debts as the said trustees or trustee for the time being shall think were intended to be provided for by these presents, and omitted to be inserted in the said schedule; any thing hereinbefore contained to the contrary notwithstanding.

In case any debts should be omitted in the schedule at the execution thereof, that may hereafter be discovered, it is agreed that the trustees, (if they think fit), shall discharge the same out of the money arising by such sale or mortgage as aforesaid.

Covenant from grant- or that he is seised in fee.

AND the said J. S., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said E. B., R. S., R. D., and C. B., their heirs and assigns, by these presents, in manner following; (that is to say), that for and notwithstanding any act, matter, deed, or thing, by him, the said J. S., or any of his ancestors, or any person or persons claiming, or to claim, by, from, or under him, them, or

any of them, made, done, executed, committed, or suffered to the contrary, (except as hereinafter is excepted), he, the said J. S., at the time of the sealing and delivery of these presents, is lawfully, rightfully, and absolutely seised of, in, or well and sufficiently entitled unto the said freehold and copyhold manors, messuages, &c., and hereditaments, and all and singular other the premises hereby released and covenanted to be surrendered, or intended so to be, with their and every of their rights, members, and appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee-simple, without any manner of condition, contingent proviso, power of limitation or revocation, or any other cause, matter, or thing whatsoever, which may, can, or shall alter, change, charge, revoke, determine, or affect the same, (other than and except the mortgages and other incumbrances, debts, and annuities hereinbefore mentioned, or set forth in the schedule hereunder written, or hereunto annexed, and which are to be paid off and discharged in manner aforesaid, and other than and except one annuity or yearly rent-charge of *l.* per annum, granted by the said J. S., for the benefit of his sister, the said M. D., for her life, and charged upon the said premises at T., in the said county of S., which is not intended by the said parties to these presents to be redeemed, but to remain a charge upon the said estate, in case it shall not be found more convenient to be charged or made chargeable upon some other part or parts of the said premises hereby granted and released, and so to remain during her life). AND that neither he, the said J. S., his heirs, executors, or administrators, nor any other person or persons lawfully claiming or to claim, by, from, or under him, them, or any of them, shall or will, at any time hereafter, make, do, execute, commit, or wittingly or willingly suffer any act, matter, deed, or thing whatsoever, whereby the execution or performance of the trusts hereby created and declared, shall or may be defeated, hindered, prevented, or in anywise retarded or delayed, but on the contrary shall and will, from time to time, and at all times hereafter, at the request of the said trustees, or the survivors or survivor of them, or of the heirs or assigns of such survivor, or of any purchaser or purchasers, or of any mortgagee or mortgagees, make, execute, do, and perform, or cause or procure to be made, done, executed, and performed, or join with the trustee or trustees for the time being, in making and executing all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, surrenders, and assurances in the law, matters, And that he will not do any act whereby the execution of the trusts may be hindered or delayed :

but on the contrary, will at all times join with the trustees in any act for better assuring the premises to the trusts aforesaid, or in conveying

the same to
any pur-
chaser or
mortgagor.

Proviso for
trustees' in-
demnity ;

and to re-
imburse
themselves
all expen-
ses, &c.

and things whatsoever, for the further, better, and more perfectly granting, conveying, surrendering, and assuring of all and singular the premises above-mentioned to be hereby released, and covenanted to be surrendered as aforesaid, with their and every of their rights, members, and appurtenances, unto and to the use of the said E. B., R. S., R. D., and C. B., their heirs and assigns, upon the trusts, and for the intents and purposes hereinbefore mentioned and declared, of and concerning the same, and for the further enabling them, the said trustees, and the survivors or survivor of them, to execute and perform the said trusts so hereby reposed in them, according to the true intent and meaning of these presents, and for the granting, conveying, surrendering, and assuring such parts of the said freehold or copyhold hereditaments as shall be so sold, with the appurtenances thereto belonging, unto and to the use and behoof of the said purchaser or purchasers thereof, his, her, or their heirs or assigns, and for granting, conveying, surrendering, and assuring such parts of the said freehold and copyhold hereditaments as shall be mortgaged unto the mortgagee or mortgagees, his, her, or their heirs, executors, or administrators, as by the said E. B., R. S., R. D., and C. B., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, of any purchaser or purchasers, mortgagee or mortgagees, of the said premises, or of any part or parts thereof, or any of them, or their or any of their counsel, shall be reasonably devised, or advised and required. PROVIDED ALSO, and it is hereby agreed and declared, by and between all the said parties to these presents, that the said E. B., R. S., R. D., and C. B., their heirs, executors, or administrators, shall each of them be charged and chargeable only for such monies as they shall respectively actually receive by virtue of these presents, and that the one of them shall not be answerable or accountable for the others or other of them, or for the acts, deeds, receipts, neglects, or defaults of the other or others of them, but each of them for his own acts, deeds, receipts, neglects, or defaults only. AND that they, or any of them, shall not be answerable or accountable for any loss or damage which may happen by the failure of any banker or goldsmith, in whose custody any of the trust-monies may be placed, or of any person or persons who may be employed to receive the rents, issues, and profits of the said premises. AND ALSO, that it shall and may be lawful, to and for the said trustees, and the survivors or survivor of them, his executors and administrators, and each and every of them, in the first place, by and out of

the rents and profits of the said hereditaments and premises, and the duties to arise by the sale thereof, to deduct and reimburse themselves respectively; and also to allow to each other all such loss, costs, charges, and expenses as they, any or either of them, shall or may, at any time or times, pay, sustain, expend, or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any thing relative thereto, and also to pay or allow to any person or persons who shall be allowed to receive the rents, issues, and profits of the said premises, or any of them, such salary or salaries, or sum or sums of money, as they, the said trustees, or the survivors or survivor of them, or the heirs or assigns of such survivor, shall think proper. PROVIDED ALSO, and it is likewise hereby further declared and agreed, by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that if the said E. B., R. S., R. D., and C. B., the trustees hereinbefore named, or any of them, or any other trustee or trustees to be elected and appointed as hereinafter mentioned, shall happen to die, or be minded or desirous to quit and be discharged from the trusts hereby in them reposed as aforesaid, or shall refuse or neglect to act in the same at any time or times before such trusts shall be fully executed and performed, then, and in every such case, and from time to time, and when and so often as the same shall happen, it shall and may be lawful to and for the said E. B., R. S., R. D., and C. B., or the survivors or survivor of them, or the heirs, executors, and administrators of such survivor, or of any such trustee or trustees hereafter to be appointed as aforesaid, (by and with the consent and approbation of the said J. S., his heirs or assigns, signified by writing under his, her, or their hand or hands), by any writing or writings under the hands and seals, or hand and seal of them the said E. B., R. S., R. D., and C. B., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, or such other trustees or trustee to be hereafter appointed, or the survivors or survivor of them, attested by two or more credible witnesses, to elect, nominate, and appoint some other fit and proper person or persons to be a trustee or trustees for the purposes aforesaid, in the place and stead of him and them who shall so happen to die, or be desirous to quit and be discharged from the said trusts, or who shall refuse or neglect to act in the same, and so from time to time, as often as there shall be occasion, to nominate, substitute, or appoint any other person or persons, to be trustee or trustees in the respective trusts aforesaid, in the place

Power of
appointing
new trustees.

RELEASES, OR CONVEYANCES.

The surviving or continuing trustees to convey to the new ones.

and stead of the then or any succeeding or other trustee or trustees who shall happen to die, or be desirous to quit and be discharged from the trusts aforesaid, or shall refuse or neglect to act in the same. AND that when and so often as any such new or other trustee or trustees shall be nominated and appointed, all and every the freehold and copyhold ~~manors~~, messuages, &c., and hereditaments hereinbefore mentioned, and hereby granted and released, and covenanted to be surrendered, or intended so to be, or so much thereof as shall not have been sold or disposed of for the purposes aforesaid, or any of them, and the equity of redemption of such part or parts thereof as shall be mortgaged; and also all the trust-money received by the sale or sales, mortgage or mortgages, of any part of the said hereditaments and premises which shall not have been expended or applied in the execution of the said trusts aforesaid, (if any such there shall be), shall be thereupon, with all convenient speed, respectively conveyed, surrendered, and assigned, and paid in such manner as that the same shall be lawfully and effectually vested in the joint names of the surviving or continuing trustee or trustees, and of such person or persons as shall be elected and appointed to be a trustee or trustees, and their heirs, upon the trusts aforesaid. And every such conveyance, surrender, and assignment shall be declared to be upon the same trusts, and to and for the same uses, ends, intents, and purposes as are in and by these presents mentioned and declared of and concerning the said premises, and the money to arise by such sale or sales, mortgage or mortgages thereof, or of any part thereof, or such of the said trusts as shall be then subsisting and undetermined, and capable of taking effect. And all and every such new trustee or trustees, so to be appointed by virtue of this power, shall and may from thenceforth act in the management and execution of the several trusts aforesaid as fully and effectually in all respects as if he and they had been originally appointed a trustee or trustees by these presents; any thing herein contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

Conveyance from Vendor, representative of a Mortgagee, and Release from an Annuitant and Legatee to a Purchaser and Trustee.

Parties.

THIS INDENTURE of five parts, &c. between R. A., only son and heir at law of R. A., late of, &c., gent, deceased, *hereinafter named or called R. A. the father*, which same R. A. was son and a de-

visce named in the last will and testament of R. A., late of H. aforesaid, gent., deceased, hereinafter named or called *R. A. the grandfather*, and which same R. A., was brother, heir at law, and a devisee named in the last will and testament of J. A., heretofore of, &c., first part; M. B., of, &c., widow; J. B., of, &c., and D. B., of, &c., (which said M. B. and J. B., are the two executors named in the last will and testament of T. B., of, &c., deceased, and which said J. B. is the eldest son and heir of the said T. B., and which said D. B. is the surviving trustee, named in the said will of the said T. B., of the second part; M. A., of H. aforesaid, mother of the said R. A., party hereto, and widow and relict of the said R. A. the father, of the third part; E. A., of, &c., spinster, one of the three daughters, and a legatee named in the said will of the said last mentioned R. A., of the fourth part; and T. W. the [purchaser], and [his trustee], of the fifth part.

Recites an indenture from the said J. A., being a mortgage of the premises contracted to be sold to E. P. in fee. Recites the will of said J. A., and thereby after giving several pecuniary legacies, to be raised upon his estate at L., to his brother the said R. A., he paying, &c., and departed, &c., without, &c. And whereas, the said R. A., the grandfather, made, &c., and devised all, &c., unto his second son, the said R. A. the father, his heirs and assigns, for ever. And whereas, by indenture bearing date, &c., and made between A. C., of, &c., executor of R. P., then late of, &c., gent., who was one of the two sons, and the surviving executor of the said [mortgagee], of the first part; G. O., then of, &c., since deceased, and M. O. his wife, of the second part; and N. C., of, &c., of the third part. After reciting the will of the mortgagee, &c., (this was an assignment of the mortgage to N. C., upon certain trusts). And whereas, the said R. A. the father, made and duly executed his last will and testament, in writing, bearing date, &c., and thereby charged his real and personal estate with the payment of his debts and funeral expenses, and he gave to his three daughters, the said E. A., and M. S., and L. A., l. a piece, to be paid when they attained their respective ages of 21 years; and in case either of them should die before that age, he gave the share or shares of her or them, so dying, unto the survivors or survivor, and he subjected or charged all and every his messuages or tenements, lands and hereditaments, with the payment of the said several legacies, and he also gave and devised unto his

Recital of
the will of
R. A.*

RELEASES, OR CONVEYANCES.

wife M. A., and her assigns, for her life, an annuity, clear yearly rent, or sum of £. l., payable at Michaelmas and Lady-day in every year, with power to enter and distrain for the same when in arrear. And subject as aforesaid, he gave and devised unto his son, the said R. A., (party hereto), all and every his messuages, &c., situate, &c. To hold unto his said son R. A., his heirs and assigns, for ever. And whereas the said R. A. the father, afterwards departed this life without, &c. And whereas, &c., [recites an indenture between said C., of the first part; R. P. the younger, the grandson, and heir of the said E. P., the mortgagee, of the second part; M. O., of the third part; and the said T. B., of the fourth part.] After reciting in part to the effect hereinbefore recited, and that upon the decease of the said E. P., the legal estate and inheritance of and in the said premises, conveyed to her, her heirs and assigns, by way of mortgage as aforesaid, descended and came to the said J. P., deceased, as being her eldest son and heir; and that on his decease, the same descended and came to the said R. P. (party thereto) as his eldest son and heir; [this is the recital of the mortgage being assigned to T. B.]. Recites the will of T. B., after giving several pecuniary legacies, gave the rest, &c., to E. S., of &c., and the before-mentioned D. B., their executors, &c. upon trust, &c., and appointed his wife M. B., and his eldest son J. B., executors of his said will, and afterwards departed, &c., leaving the said J. B., his eldest son and heir at law; and on the decease of the said T. B., the said M. B., now his widow, and J. B., accepted the executorship of his said will, and duly proved, &c. And whereas, the said E. S., one of the trustees named in the said will of the said T. B., lately departed this life.

Recital of mortgage money remaining unpaid
Recital of the contract

Recital of E. A., the eldest of the three daughters, having attained her age of 21 years.

Recital of M. A., the mother, and an annuitant.

AND WHEREAS, the said principal sum of £. l. still remains due and owing upon, or by virtue of the said security made to the said T. B. as aforesaid, all interest for the same, to the day of the date hereof, being fully satisfied and paid. AND WHEREAS, the said R. A., (party hereto), hath consented and agreed with the said T. W., for the sale to him of the, &c., [being part and parcel of the said hereditaments and premises comprised in the said security made to the said T. B., as aforesaid, at or for the price or sum of £. l., out of which it is agreed the said sum of £. l., mortgage money, shall be satisfied and paid.] AND WHEREAS, the said E. A., the eldest of the three daughters of the said R. A. the father, hath attained her age of twenty-one years, but the said M. A. and L. A., his two younger daughters, are still both of them infants under that age. AND WHEREAS, the said M. A., (party hereto), hath, at the request of the said R. A. her son,

and for the satisfaction of the said T. W., agreed to release and discharge the said hereditaments and premises so contracted for, and agreed to be sold to him the said [purchaser], of and from the said annuity of yearly rent of £, in and by the said will of the said R. A., her late husband, charged thereupon, and made payable to her during her life as aforesaid; and also of and from all dower in the same premises. And the said E. A. hath also, in like manner, agreed to release and discharge the said last mentioned premises, of and from every legacy and provision made and provided for her thereout, as hereinbefore mentioned, and the said R. A., (party hereto), hath agreed in manner hereinafter mentioned, to indemnify and save harmless the said [purchaser], and the said purchased premises, of and from the said two legacies, or sums of £ and £, in and by the said will of the said R. A. the father, provided and intended for his two younger daughters, M. A. and L. A. as aforesaid. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreements, and for carrying the same into execution, and in consideration of the sum of £ of lawful money of the said United Kingdom, current in *England*, to the said D. B. in hand well and truly paid by the said [purchaser], upon or before the sealing and delivering of these presents, at the request and by the direction of the said R. A., (party hereto), M. B. and J. B., signified by their respectively being parties to and executing these presents, in full satisfaction and discharge of all principal money and interest now due or owing, upon or by virtue of the said security made to the said T. B. as aforesaid, and to be by him the said D. B., applied and disposed of, pursuant and according to the trusts and directions of the said will of the said T. B.; and in consideration of the sum of £ of like lawful money to the said R. A., (party hereto), in like manner paid by the said [purchaser], the receipt of which said several sums of £ and £, (making together the sum of £), and being in full for the said sum of £ (*purchase money*); accordingly they the said D. B., and R. A., (party hereto), do hereby respectively acknowledge, &c., and in consideration of 5s. to the said J. B., &c., he the said J. B., at the request and by the direction of the said R. A., (party hereto), M. B. and D. B., hath granted, bargained, sold, and released, and by these presents DOth, (*according to his estate, right, and interest therein*), grant, bargain, sell, and release, and the said R. A., (party hereto), HATH granted, bargained, sold, released, ratified and confirmed, and, &c., unto the said [purchaser], (in his actual possession, &c.), and

Agreeing to
release, &c

And of E. S.
the legatee
agreeing to
release, &c.

Witnessed
part.

D. B., the
surviving
trustee in
T. B.'s will,
at the re-
quest of the
executors,
in consider-
ation of the
money due
on mort-
gage.

RELEASES, OR CONVEYANCES.

Release
of the an-
nuitant, the
mother of
the vendor.

Release
from lega-
tees.

Proviso that
nothing
herein con-
tained shall
extend to
release the
other lands
in the said
will made
chargeable.

gives heirs and assigns, all, &c., To have and to hold, &c.
Covenants from J. B., that the said T. B. did not in
his lifetime, to the knowledge or belief of the said J. B.,
or commit, &c.; AND THAT he the said J. B., hath
not done or committed, &c., any act to encumber;
[covenants from said R. A. for the title]. AND THIS
INDENTURE ALSO WITNESSETH, that in pursuance of
the said agreement hereinbefore contained on the part
of the said M. A., (party hereto), and in consideration
of 10s. of lawful money, &c., to the same M. A. in
hand, &c., and for divers other causes, &c., she the said
M. A. hath remised, released, exonerated, and dis-
charged, and, &c., as well the said [purchaser], and the
heirs, appointees, and assigns of the said [purchaser],
as the said messuage or tenement, lands, tithes, here-
ditaments, and premises mentioned, and intended to be
hereby granted and released, or otherwise assured, of
and from the said annuity, or yearly rent, or sum of l.,
in and by the said will of the said R. A. her late hus-
band, devised to her the said M. A., (party hereto),
during her life, as hereinbefore mentioned, and of and
from all arrears, actions, suits, claims, and demands of,
or on account thereof; AND ALSO of and from all dower,
right, and title of or to dower, which she has in the same
lands and hereditaments. AND THIS INDENTURE
FURTHER WITNESSETH, that in pursuance of the said
agreement hereinbefore contained on the part of the
said E. A., and in consideration of 10s. of, &c., in like
manner paid, &c., the receipt, &c., she the said E. A.
hath remised, released, exonerated, and discharged,
and, &c., as well the said T. W., and the heirs, &c.,
[as before], of and from the said legacy or sum of l.,
in and by the said will of the said R. A. the father,
given and bequeathed to the said E. A. as aforesaid,
and also of and from all the share, right, and interest,
whether present, future, vested, or contingent of her
the said E. A., of and in the said two legacies or sums
of l. and l., in and by the same will given to or
intended for the said M. A., and the said L. A., in
case they shall attain their respective ages of twenty-
one years as aforesaid, and of and from all actions,
suits, claims, and demands for or on account thereof
respectively. PROVIDED ALWAYS, and it is hereby
agreed and declared, by and between the said parties
to these presents, that nothing in these presents
contained, shall extend or be construed, deemed, or
taken to extend, to release, exonerate, and discharge
any of the lands, hereditaments, and premises, in and
by the said will of the said R. A. the father, given and
devised as aforesaid, which are not herein or hereby

mentioned and intended to be granted and released, of and from the said annuity, or yearly sum of £. in and by the same will given and provided for the said M. A. now his widow, during her life, and of and from the said legacy or sum of £.; and provided thereby given, made, and provided for the said E. A., his daughter, as hereinbefore mentioned, or any part thereof respectively, but that the said last mentioned lands and hereditaments, shall be and remain subject and liable to the payment thereof, in such and the same manner as if these presents had not been made and executed. And the said R. A., (party hereto), for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree, to and with the said [*purchaser*], his heirs and assigns, that he the same R. A., his heirs, executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid, unto the person or persons for the time being entitled to receive the same annuity of £., and the said two legacies or sums of £. and £., in and by the said will of the said R. A. the father, provided or intended for his said two daughters M. A. and L. A., as aforesaid, as and when the same shall respectively become due and payable, and shall and will, at the expense of him the said R. A., (party hereto), his heirs or assigns, well and effectually, and in due course of law, to the satisfaction of the counsel of the said [*purchaser*], his heirs or assigns, cause and procure the said M. A. the daughter, and L. A., their respective executors, administrators, or assigns, or the person or persons respectively entitled to, and receiving the said two last-mentioned sums of £. and £., absolutely to release, exonerate, and discharge the said messuage or tenement, lands, tithes, hereditaments, and premises, mentioned and intended to be hereby granted and released, or otherwise assured, of and from the same two legacies or sums, and every part thereof respectively, and shall and will in the meantime and until such releases and discharges can and shall be had and obtained as aforesaid, well and sufficiently save, defend, keep harmless and indemnified, as well the said [*purchaser*], his heirs or assigns, as the said messuage or tenement, lands, tithes, hereditaments, and premises mentioned, and intended to be hereby granted and released, or otherwise assured, of and from all interest, actions, suits, claims, and demands on account thereof. IN WITNESS, &c.

Covenant
from vendor
to pay the
annuity and
legacies to
the person
entitled

RELEASES, OR CONVEYANCES.

Conveyance from Devisée in Trust, and Nephew and Heir-at-Law, to a Purchaser.

Parties.

HIS INDENTURE, made, &c., between, T. C., of, &c., [devisee] in trust, named in the last will and testament of M. H., late of, deceased, and M. A. P., of, &c., nephew, and heir-at-law of the said M. H. of the one part; and M. P., of, &c., and S. P., of, &c., of the other part.

Recital of
the will.

WHEREAS, the said M. H., being seised of the inheritance in fee simple in possession of and in the messuage or dwelling house, garden, and hereditaments hereinafter particularly described, and mentioned to be hereby released, made and duly executed her last will and testament in writing, bearing date the, &c., and thereby gave and devised to the said T. C. all her messuage, tenement, and dwelling house, garden and premises thereto belonging, situate, &c., To HOLD unto the said T. C., his heirs and assigns, for ever. UPON THE TRUSTS thereafter mentioned, and did give and bequeath unto the said T. C. all her household goods, plate, linen, china, and furniture, and all other her personal estate, not consisting of money, upon the trusts following; (that is to say), UPON TRUST to sell, and convert into money, her said household goods and furniture, for the best price or prices that could be had or gotten for the same, and by and with the monies arising therefrom, to pay and apply the same, UPON THE TRUSTS, and in manner therein mentioned; and she appointed the said T. C. executor of her said will; [*add the usual clause, that the receipt of trustee shall be a discharge, &c.*]. AND WHEREAS, by a codicil annexed to the said will, dated, &c., after reciting that the testatrix had so given and devised to the said T. C., all that the said messuage, dwelling house, garden and premises as aforesaid, the said testatrix directed that the said messuage, tenement, or dwelling house, garden and premises, should be first offered by the said T. C. to sale, to her nieces, the said M. P. and S. P., or to either of them, (if they did not wish to purchase jointly), for the sum of £., and if they agreed thereto, directed the same to be conveyed to them accordingly, and the money arising therefrom to be applied by her said executor as before is mentioned. And the said testatrix afterwards departed this life without revoking or varying her said will, other than by her said codicil, and without revoking or varying her said codicil, leaving the said M. A. P., her nephew and heir-at-law; and the said T. C. proved her said will and codicil in the Consistory Court of the Bishop of Hereford, on or about, &c. AND

Recital of a
codicil

RELEASES, OR CONVEYANCES.

WHEREAS, the said S. P. and M. P. have agreed to become the joint purchasers of the before mentioned messuage, dwelling house, or tenement, garden and premises there-
Contract.
 belonging, at or for the price or sum aforesaid; and the said M. A. P., hath at their request, and for their satisfaction agreed to join in these presents, and the conveyance and assurance thereby made as hereinafter mentioned. Now THIS INDENTURE WITNESSETH, Witnessing
 that in consideration of the sum of £. of lawful money of Great Britain and Ireland, current in Eng-
 land, to him the said T. C., in hand, at or before the sealing and delivery of these presents, well and truly paid, by the said S. P. and M. P., upon or before the sealing and delivery of these presents, to be by him the said T. C. applied and disposed of pursuant and according to the trusts and directions of the said will and codicil of the said M. H., the receipt whereof he the said T. C. doth hereby confess and acknowledge, and therefrom doth hereby acquit, &c. AND IN CONSIDERATION of 10s. of like money to the said M. A. P., in like manner paid by the said S. P. and M. P., the receipt whereof is hereby also acknowledged, THEY the said T. C. and M. A. P. HAVE, and each of them HATH, bargained, sold, and released, and by these presents do and each of them doth bargain, sell, and release unto the said S. P. and M. P., (in their actual possession, &c.), and to their heirs and assigns, all, &c.: together with all and singular outhouses, and the reversion, &c., and all the estate and terms for years, to come and unexpired; possession, property, &c., To HAVE AND TO HOLD the said messuage, tenement, or dwelling house, garden and premises mentioned, and intended to be hereby released, with the appurtenances, unto the said S. P. and M. P., their heirs and assigns, To THE USE of the said S. P. and M. P., their heirs and assigns, for ever; subject to the landtax, which hath been purchased or redeemed; Habeant.
 [add a covenant from trustee, that he hath done no act to incur]. And it is hereby concluded, declared, and agreed, by and between all the said parties to these presents, that all and every person and persons, to whom any estate, trust, interest, term or terms, or the residue of any term or terms of years, judgments, statutes, recognizances, or other incumbrances whatsoever, affecting the said messuage, &c., mentioned, and intended to be hereby released, or any part or parcel thereof, have been at any time or times heretofore created, occasioned, or assigned, and who now by virtue of any deed, will, or letters of administration, stands or stand seised or possessed thereof, or any part thereof, either alone or jointly with any other messuage, lands, tenements, or heredi-
Use.
Declaration as to all our standing terms, &c.

taments, and the respective executors and administrators of such person and persons shall henceforth stand seized and be possessed of such estate, trust, interest, term or terms, and other incumbrances respectively, as far forth as the same relate to or concern the said messuage or dwelling house, &c., mentioned, and intended to be hereby released, or any part thereof, IN TRUST for the said S. P. and M. P., their heirs and assigns, to be disposed of as they shall direct or appoint, and in the mean time to attend the reversion, freehold and inheritance of the same premises, and to protect the same from all mesne charges and incumbrances, (if any such there be). IN WITNESS, &c.

—◆—

Conveyance from Devisee in fee, Heir at Law of Testator, and general Heir, to a Purchaser.

Parties.

THIS^{*} INDENTURE, of four parts, made, &c., between M. G., spinster, (the only daughter and devisee, named in the last will and testament of W. G., late of the same place, gent., deceased), and W. G., of, &c., the only son and heir at law of the said first mentioned W. G., of the first part; G. G., of, &c., of the second part; [*purchaser*], of the third part; [*trustee*], of the fourth part.

Recital of a demise to T. G., and an assignment from the widow of T. G., to W. G., grandfather of M. G.

Death of W. G., the grandfather.

Will of W. G., the father of M. G., whereby he devises, &c., to his daughter M. G., and dies leaving her and his son W. G., party hereto, his heir at law.

RECITES a deed, (of 1707), whereby one W. G., in consideration of natural love, &c., demises and grants to his son, T. G., ALL, &c., [*full description*], TOGETHER, &c., for ninety-nine years, determinable upon the lives of I. G., the said T. G., and E. G., the son and daughter of the said W. G.

RECITES another indenture from the administratrix and widow of the said T. G., to W. G., grandfather of the said M. G., party hereto, whereby she assigned, transferred, and set over, unto the same W. G., ALL, &c., subject and determinable as in last recited indenture.

AND WHEREAS, the said last-mentioned W. G. afterwards departed this life intestate, leaving the said W. G., the father of the said M. G., party hereto, his eldest son, and heir at law. AND WHEREAS, the said W. G., the father of the said M. G., made, and duly executed his last will and testament in writing, bearing date, &c., and thereby devised unto his daughter, M. G., all those his freehold, &c., TO HOLD to his said daughter, M. G., her heirs and assigns, for ever. AND the said testator afterwards departed this life without revoking, &c., leaving the said M. G., his daughter, and the said W. G., party hereto, his only son and heir at law.

AND WHEREAS, the said I. G. having survived the said E. G., departed this life on or about the day ^{Death of} of J. G. AND WHEREAS, the said W. G., the grand-father, and W. G., the father of the said M. G., party hereto, and also she, the said M. G., have, ever since the decease of the said I. G., successively and respectively been, and she, the said M. G., is now, in the actual and undisturbed possession and enjoyment of the before-mentioned hereditaments and premises. AND WHEREAS the said G. G. is now the heir general of the said W. G., party to the said recited indenture of, &c., (1707). AND WHEREAS the said M. G., party hereto, as aforesaid, hath contracted, &c., [*recite contract for purchase*]. AND WHEREAS, the said W. G., party hereto, and G. G., have, at the request of the same M. G., and for the satisfaction of the said [*purchaser*], agreed to join in these presents, and the conveyance and assurance hereby made.

NOW THIS INDENTURE WITNESSETH, that in pur- ^{Witnessing} suance of the same agreement, and in consideration of part. the sum of £., (in full for the said purchase-money, &c.) to the said M. G. in hand, &c., by the said [*purchaser*], at &c., and in consideration of 10s. of like, &c., to the said W. G., party hereto, and G. G., in like manner paid by the said [*purchaser*], the receipt, &c., they, the said W. G., party hereto, and G. G., at the request of and by the direction of the said last-mentioned M. G., and at the nomination and appointment of the said [*purchaser*], signified by his being a party to and executing these presents, HAVE, and each of them HATH, bargained, sold, and released, and, &c. And the said M. G., party hereto, at the nomination and appointment of the said [*purchaser*], signified as aforesaid, hath bargained, sold, released, ratified and confirmed, and by these presents doth, &c., unto the said [*purchaser*], his heirs and assigns, ALL, &c., together with, &c., and the reversion, &c., (in his actual possession, &c.), and all the estate, &c., of them, the said M. G., E. G., and G. G., or either of them, of, in, &c., TO HOLD, &c., unto, &c., (*uses to bar dower*). AND the said ^{Covenant of} M. G., party hereto, doth hereby promise and grant, warranty. for herself and her heirs, the said messuage or dwelling-house, hereditaments, and all and singular other the premises hereinbefore mentioned, and intended to be hereby released, and every part and parcel thereof, with the appurtenances, unto the said [*purchaser*], his heirs and assigns, against her, the same M. G., and her heirs, and against the said W. G., her late father, and the said W. G., her late grandfather, or either of them, and against all and every other person or persons whom-

Covenants
for the title. soever, shall and will warrant, and for ever defend, by these presents. AND the said M. G., party hereto, for herself, her heirs, executors, and administrators, doth hereby covenant, promise and agree, to and with the said [*purchasers*], his, &c., in manner following; (that is to say), that the said M. G., party hereto, and the said W. G., her brother, and G. G., now are, or some or one of them is, lawfully, rightfully, and absolutely seised of and in the said messuage, mentioned, and intended to be hereby released, &c. AND that they, the said M. G., party hereto, W. G., her brother, and G. G., now have in themselves, or one of them hath, *good right to convey, for peaceable possession*, free from incumbrances, and for further assurance. IN WITNESS, &c.

*Release from Devises in Trust and Heirs at Law,
to a Purchaser.*

Parties. THIS INDENTURE, made, &c., between A. B., C. D., and E. F., all of, &c., (which said A. B., C. D., and E. F., are the three children of H. T., late of, &c., deceased, sister of G. H., late of, &c., deceased, and devisees, named in the last will and testament of the said G. H.), of the first part; L. M. and N. O., devisees in trust, named in the said last will and testament of the said [*testatrix*], of the second part; [*purchaser*], of the third part; and [*trustee for barring dower*], of the fourth part.

Recital. RECITES the will of the [*testatrix*], G. H., *whereby the lands intended to be conveyed, were devised to said trustees, and the survivor of them, and the heirs, executors, and administrators of such survivor, In trust to apply the rents and profits for the support of the said A. B., C. D., and E. F., till their respective ages of 21 years, and then to convey the same to them as tenants in common.* AND WHEREAS the said A. B., C. D., and E. F., have all attained their several and respective ages of 21 years. AND WHEREAS, the said [*purchaser*] hath contracted and agreed with the said A. B., C. D., and E. F., for the sale to him of the inheritance in fee simple in possession, of and in the piece or parcel of land and hereditaments hereinafter particularly described and mentioned, and intended to be hereby released. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £. of lawful money of *Great Britain*, to the said A. B., C. D., and E. F., in hand, well and truly paid by the said [*purchaser*], at, or immediately before the sealing and delivery of these presents, the receipt of which said sum

Contract.

Witnesseth consideration.

(in full for the said purchase money), accordingly they, the said A. B., C. D., and E. F., do hereby acknowledge, and of and from the same, and every part thereof, do acquit, release, and discharge the said [*purchaser*], his heirs, executors, administrators, and assigns, for ever, by these presents. And ~~in~~ consideration of the sum of s., of like lawful money, to the said [*trustees*], in hand, also paid by the said [*purchaser*], at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they, the said [*trustees*], at the request and by the direction of the said A. B., C. D., and E. F., and at the nomination and appointment of the said [*purchaser*], testified by their respectively being parties to and sealing and delivering these presents, have, and each of them hath bargained, sold, and released, and by these presents do and each of them doth bargain, sell, and release, and the said A. B., C. D., and E. F., at the like nomination and appointment of the said [*purchaser*], testified as aforesaid, have, and each and every of them hath granted, bargained, sold, released, and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, release, and confirm unto the said [*purchaser*], (*in his actual possession, &c.*), and to his heirs and assigns, &c., ALL, &c., *together with all ways, &c., the reversion, &c., and all the estate, &c.* TO HAVE AND TO HOLD the said, &c., intended to be hereby granted and released unto the said [*purchaser*], his heirs and assigns, to such uses, &c., [*uses to prevent dower*]. [*Add a covenant from [trustees], that they have not incumbered, and covenants from A. B., C. D., and E. F., for the title, and a general declaration that all fines, &c., should enure to the uses, &c., thereinbefore mentioned*]. IN WITNESS, &c. (1).

(1) As the devisees in trust, under the limitation in the will of G. H., to them, and the survivors of them, and the heirs, executors, and administrators of such survivors, took a joint estate for life only, with a contingent remainder in fee to the survivor, and as the remainder descended to the heirs at law of the testatrix, as an interest undisposed of, so long as the trustees jointly live, and A. B., C. D. and E. F., being the heirs at law of the testatrix, G. H., a common conveyance by lease and release, from the trustees and heirs at law, the estate for life of the former, (there being no interposing estate), merges in the reversion in fee, and the contingent remainder will be destroyed, and a good conveyance of the fee simple will be made to the purchaser.

RELEASES, OR CONVEYANCES.

Release and Conveyance from Mortgagor to Mortgagee, by Indorsement, in consideration of the Mortgage Money.

THIS INDENTURE, made the day of 18
between [mortgagor], of the first part; [mortgagee],
of the second part; and [a trustee], of the third
part. *

Recital.

WHEREAS, there is now due and owing to the said [mortgagee], for principal and interest upon the within written security, the sum of l. AND WHEREAS, the said [mortgagor] hath contracted with the said [mortgagee], for the sale of inheritance in fee simple of the within mentioned hereditaments and premises, for the sum of l., which the said sum of l. so due and owing as aforesaid, is to be considered as part of the consideration money; and the said [mortgagor] is desirous of having the same conveyed in manner hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of l. so due and owing upon the within-written mortgage as aforesaid, and in consideration of the sum of l., of lawful money, &c., making together the sum of l. in full, for the absolute purchase, &c., the receipt, &c. And also in consideration of 5s. of like money to each of them the said [mortgagor] and [mortgagee] in hand, well and truly paid by the said [trustee], at, &c., the receipt, &c., he the said [mortgagor], at the request and by the direction, and also at the nomination and appointment of the said [mortgagee], and also he the said [mortgagee], have and each of them hath granted, bargained, sold, released, and confirmed. And by these presents do, and each of them DOETH, (according to their respective estates, rights, and interests therein), grant, &c., unto the said [trustee], his heirs and assigns, all and singular the messuage, tenement, or dwelling-house, hereditaments, and premises, comprised in the within-written indenture of release, and every of them, and every part thereof, with the appurtenances, and which are now in the actual possession of the said [trustee] by virtue of a bargain and sale to him thereof made, by the said [mortgagor] and [mortgagee], in consideration of 5s. to each of them paid by the said [trustee], for the term of a year, in and by an indenture bearing date the day next before the day of the date of these presents, commencing from the day next before the day of the date of the same indenture of bargain and sale, (and which same indenture is indorsed upon the lease for a year, upon which the within-written indenture of release is grounded), and all houses, &c., and the re-

Consideration.

version, &c., and estate, &c. TO HAVE AND TO HOLD *Habendum.* the said messuage, &c., unto the said [trustee], his heirs and assigns, to the use of the said [purchaser], his heirs and assigns, for and during his life, without impeachment of waste, and from and after the determination of that estate, by any means in his lifetime, to the use of the said [trustee], his executors and administrators, during the natural life of the said [purchaser]. IN TRUST for him the said [purchaser] and his assigns, and to prevent dower, and after the determination of the estate hereby limited, in use to the said [trustee], during the life of the said [purchaser], to the use and behoof of the right heirs of the said [purchaser], for ever (1). *Add a covenant from the said [mortgagor], that he had done no act to incumber, and for further assurance.* IN WITNESS, &c.

(1) If the concurrence of the trustee can be obtained, upon a future sale, no benefit is derived from a power of appointment preceding the uses for barring dower; and if the trustee should not join in the conveyance to a purchaser, a very minute part of the legal estate will be left outstanding.

*Release by Indorsement from a nominal Purchaser
in a Conveyance.*

THIS INDENTURE, &c., made between the within- *Parties.*
named A. B., now of, &c., of the one part; and
C. D., of, &c., of the other part.

WHEREAS, the within-mentioned sum of £. the *Recital.*
consideration-money mentioned to be paid by the said
A. B. to the persons and in manner within-mentioned, as
and for the purchase of the hereditaments and premises
comprised in the within indenture, was not the proper
money and estate of the said A. B., but the same was the
proper money and estate of the said C. D., and the
said hereditaments and premises within described, were
conveyed to him the said A. B., as a trustee only for the
said C. D., his heirs and assigns. AND WHEREAS the
said C. D. is desirous of having the said hereditaments
and premises released and conveyed to him, his heirs and
assigns, to the uses, upon the trust and in manner herein-
after mentioned, and the said A. B., at the request of
the said C. D., hath agreed to release and convey the
same accordingly. NOW THIS INDENTURE WITNESS- *Witnesseth.*
ETH, that in pursuance of the said agreement, and in
consideration of the premises, and in consideration of
5s. of, &c., to the said A. B. in hand, &c., paid by the
said C. D., he the said A. B., by these presents, doth
grant and release unto the said C. D., his heirs and
assigns, all and singular the messuage or tenement,
hereditaments and premises, comprised in and granted
and released by the within written indenture, with their

RELEASES, OR CONVEYANCES.

rights, members, and appurtenances, (which same hereditaments and premises, are in the actual possession of the said C. D., his heirs and assigns, by virtue of bargain and sale to him thereof made by the said A. B., in consideration of 5s., by an indenture bearing date the day next before the day of the date hereof, for the term of a year, commencing from the day next before the day of the date of the same indenture, and by force of the statute made for transferring uses into possession). And all the estate, right, title, and interest of him the said A. B., in and to the same hereditaments and premises. TO HAVE AND TO HOLD the said messuage or tenement, hereditaments and premises, intended to be hereby granted and released, with the appurtenances, unto the said C. D., his heirs and assigns (1), to the only proper use and behoof of the said C. D., his heirs and assigns, for ever. [*Add a covenant from A. B., that he has done no act to incumber*]. IN WITNESS, &c.

(1) If the conveyance is intended to be for barring dower, a trustee may be added of the third part for such purpose, and the premises limited accordingly.

—♦—

Another Form of Release by Indorsement from a nominal Purchaser.

THIS INDENTURE, made, &c. between the within-named A. B., of the one part; and C. D., of &c., of the other part.

Recital. WHEREAS, the sum of £. , the consideration-money within-mentioned to be paid by the said A. B., was the proper money of the said C. D., and no part thereof the money of the said A. B.; and the name of the said A. B. was only used in the purchase of the said capital messuage, &c., within particularly mentioned and described, and in the indenture of release within-written, IN TRUST to, and for the only use and benefit of the said C. D. Now THIS INDENTURE

Witnesseth. WITNESSETH, that in consideration of the premises, and in consideration of the sum of 5s. of lawful money, &c., by the said C. D. to the said A. B., in hand, paid at or immediately before the execution of these presents, the receipt whereof is hereby acknowledged, he the said A. B., at the request and by the direction of the said C. D., signified by his executing these presents, hath granted, bargained, sold, aliened, released, and confirmed. AND, by these presents, doth, &c., unto the said C. D., (in his actual possession, now being, by virtue of a bargain and sale, to him thereof made by the said A. B., for the term of a year), in consideration of s., by a certain deed-poll, bearing date the day next before the day of the date of these pre-

sents, commencing from the day next before the day of the date of the same deed-poll, and by force of the statute made for transferring uses into possession, and to his heirs, all, &c., together with all houses, &c., and reversion, &c., and all the estate, &c., To have and to hold the said messuage, &c., intended to be hereby released and conveyed, or otherwise assured, unto the said C. D., his heirs and assigns, *to the only proper use and behoof of the said C. D., his heirs and assigns, for ever, and for no other use, intent, or purpose whatsoever ; or, (if to prevent dower, in which case a trustee should be a party of the third part), say, to such uses, upon and for such trusts, intents, and purposes as the said C. D. shall, by any deed or deeds, instrument or instruments in writing, signed, sealed, and delivered in the presence of, and attested by one, two, or more credible witness or witnesses, shall from time to time, or at any one time, direct, limit, or appoint. And, in default of such direction, limitation, or appointment, and so far as the same, if incomplete, shall not extend, and in the mean time subject thereto, to the use of the said C. D. and his assigns, during his life ; and from and immediately after the determination of that estate, by any means, to the use of the said [trustee], his executors, administrators, and assigns, during the life of the said C. D. (1), in trust for the said C. D., and his assigns. And from and after the determination of the use or estate so limited to the said [trustee], his executors, administrators, and assigns, during the life of the said C. D., To the use and behoof of the said C. D., his heirs and assigns, for ever, and to and for no other use, end, intent, or purpose whatsoever. [Add a covenant from C. D., that he has done no act to incumber].*

(1) The trustee may take his interposing estate in remainder without consideration.

Release by Fine and Recovery, the Fine being to make a Tenant to the Præcipe, in order to suffer the Recovery.

THIS INDENTURE, tripartite, made, &c., between A. B., of, &c., and N., his wife, C. D., of, &c., and E. his wife, of the first part ; E. F., of, &c., and G. H., of, &c., of the second part ; and J. K. and L. M., of, &c., of the third part.

WITNESSETH, that for and in consideration of the sum of l. to the said A. B., and N. his wife, and C. D., and E. his wife, in hand, paid by the said J. K. and L. M., the receipt whereof they do hereby acknow-

ledge, &c., and in consideration of 5s., of, &c., to the said A. B., and N. his wife, and C. D., and E. his wife, in hand paid by the said E. F. and G. H., the receipt whereof they do also hereby acknowledge. And the said A. B. and C. D., for the barring, extinguishing, and destroying of all estates-tail and remainders over now in being, in and upon the said messuage, lands, tenements, and hereditaments hereinafter mentioned, and for conveying and assuring the same premises to the only proper use and behoof of the said J. K. and L. M., and their heirs, they the said A. B. and C. D., do, and each of them doth, for themselves and their respective heirs, executors, and administrators, covenant, promise, and agree to and with the said E. F. and G. H., their heirs and assigns, that they, the said A. B., and N. his wife, and C. D., and E. his wife, shall and will, on or before the end of term next coming, before his majesty's justices of the court of Common Pleas, at *Westminster*, in due form of law, levy and acknowledge unto the said E. F. and G. H., and their heirs, or unto the heirs of one of them, one fine *sur consueance de droit come ceo*, &c., with proclamation to be had thereupon, according to the form of the statute in that case made and provided, of all that messuage and tenement, &c., and also of the reversion and reversions, remainder and remainders, rents, issues, and profits of the same premises above-mentioned, and of every part and parcel thereof, with the appurtenances, by such name and names, quality, quantity, and number of acres and things, and in such manner and form as by the said E. F. and G. H., or their counsel, shall be reasonably devised, or advised and required; which said fine so to be had and levied in manner aforesaid, and all and every other fine and fines already had, or at any time hereafter to be had, levied, sued or prosecuted of the said premises, or any part thereof, by itself, or jointly with any other lands and tenements by or between the said parties to these presents, or by or between them, or any or either of them, or any other person or persons, before the end of the said term, as for and concerning all and singular the said premises above mentioned, with the appurtenances, shall be and enure, and shall be adjudged, deemed, and taken to be and enure, to and for the only proper use and behoof of the said E. F. and G. H., their heirs and assigns, to the intent and purpose only that they may become perfect tenants of the freehold of the said premises; YET NEVERTHELESS, to this further end, intent, and purpose, that they the said E. F. and G. H., before the end of the said next, &c. term, do and shall permit and suffer the said J. K., and L. M. to sue or prosecute one or

Declaration
of use of
fine to make
tenants to
the *præcipe*
to suffer a
recovery.

more writ or writs of entry *sur disseisin en le post*, returnable before his majesty's justices of the court of Common Pleas aforesaid, against them the said E. F. and G. H., of all and singular the said premises above-mentioned, and of every part and parcel thereof, with the appurtenances, by such name and names, quantity, quality, and number of messuages, acres, and things, and in such sort, manner, and form as by the said J. K. and L. M. shall be thought fit and convenient. unto which said writ of entry so to be brought, the said E. F. and G. H. shall appear and vouch to warranty the said A. B. and N. his wife, and C. D. and E. his wife, who shall likewise appear, either in their several persons, or by their attorney or attornies lawfully authorized, and enter into the said warranty and imparl, and after imparlance make default, to the end and intent one perfect common recovery shall and may, of all and singular the said premises above-mentioned, be had, suffered, and executed in all things, according to the usual form of common recoveries for assurances of lands, tenements, and hereditaments in such cases used and accustomed, and the same recovery shall in due form of law be executed by one writ of *habere facias seisinam* accordingly. AND it is hereby covenanted, concluded, and agreed upon by and between the said parties to these presents, and the true meaning hereof also is, and it is hereby so declared, that the said recovery so or in any other manner to be had and suffered, and all and every other recovery and recoveries to be had, suffered, and executed of the same premises, or of any part thereof, by and between the said parties to these presents, or by and between them, or any or either of them, and any other person or persons, before the end of term next ensuing, and the full force and execution of them and every of them, and all other assurance and assurances of the said premises, or any part thereof, had or to be had or made between the said parties, or any of them, shall be and enure, and shall be adjudged, deemed, and taken to be and enure, to and for the only proper use and behoof of the said J. K. and L. M., their heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever. AND the said A. B. and C. D., each of them for himself severally and apart, and not jointly, do hereby covenant, promise, and agree to and with the said J. K. and L. M., their heirs and assigns, that they the said A. B. and N. his wife, and C. D. and E. his wife, are, or some or one of them now is, lawfully and rightfully seised of a good, sure, perfect, and indefeasible estate of inheritance in fee simple or fee tail of and in the said premises above-mentioned, with the appur-

Recovery to enure to the use of purchasers in fee.

Covenants for title.

RELEASES, OR CONVEYANCES.

tenances, in their or some or one of their own rights or right, without any condition, limitation of use or uses, or any other matter or thing, to alter, charge, change, or incumber or defeat the same. AND ALSO, that they the said J. K. and L. M., their heirs and assigns, shall and may, from time to time, and all times hereafter for ever, peaceably and quietly enter into, have, hold, occupy, possess, and enjoy all and singular the said premises above-mentioned, and every part and parcel thereof, with the appurtenances, without the let, trouble, hindrance, molestation, interruption, or denial of them the said A. B. and N. his wife, and C. D. and E. his wife, their heirs or assigns, or any other person or persons whomsoever claiming or to claim by, from, or under them, or any or either of them, or by, from, or under deceased. AND FURTHER, that they the said A. B. and N. his wife, and C. D. and E. his wife, and their heirs, and all and every other person and persons, and his and their heirs, having or claiming any estate, right, title, trust, or interest of, in, or to the said premises above mentioned, or any part thereof, by, from, or under them, or any or either of them, or under the said covenant, shall and will at all times hereafter, upon the reasonable request, and at the costs and charges of the said J. K. and L. M., their heirs and assigns, make, do, and execute, or cause and procure to be made, done, &c., all and every such further and other lawful and reasonable act and acts, devices, conveyances, and assurances in the law whatsoever, for the further, better, and more perfectly granting, conveying, and assuring of all and singular the said premises above-mentioned, with the appurtenances, unto the said J. K. and L. M., their heirs and assigns, to the only proper use of the said J. K. and L. M., their heirs and assigns, for ever, according to the true intent and meaning of these presents, as by the said J. K. and L. M., their heirs or assigns, or their or either of their counsel, shall be reasonably devised or advised and required.

IN WITNESS, &c.

—◆—

Release of a Parsonage House and Manor for three Lives, and an Assignment of the Courts Leet, and other Courts thereof.

THIS INDENTURE, made, &c., between T. W., of, &c., of the one part; and J. R., of, &c., of the other part.

Recital of
a lease for
three lives

WHEREAS, by indenture tripartite, bearing date the
day of in the year of our Lord and
made or expressed to be made between the Right Wor-

shipful J. F., doctor in divinity, dean of the cathedral and metropolitical church of St. Peter, at *York*, and the chapter of the same church, of the first part; the said T. W., of the second part; and J. C. and E. C., both of the city of *York*, gents., of the third part: the said dean and chapter, in consideration of the surrender of a former lease, and other considerations therein expressed, did demise, grant, and to farm let unto the said T. W., ALL that the parsonage and manor of B., in the said county of *York*, appropriated to the common of the church of *York*, and all profits, commodities, and appurtenances to the same belonging and appertaining (except and always reserved unto the said dean and chapter, and their successors, the jurisdiction spiritual and temporal, reliefs, fines, heriots, the advowson or gift of the vicarage of B. aforesaid, and the portion of the vicar there; and also except to the said dean and chapter, and their successors, all that the said dean and chapters piece or parcel of ground, called or known by the name of the situate, lying, and being in or upon, or in part surrounded by the river *Ayre*, otherwise *Eire*, and adjoining upon the mills, dams, or wears of or belonging to B. and K. mills, the property of the said dean and chapter, as lessors thereof, and which said piece or parcel of ground, called the for time immemorial, had been, and then was, a necessary support and guard for the safety and preservation of the said mills, dams, and wears, and is situate, lying, and being within the said manor of B., and also except to the said dean and chapter, and their successors, all seignories, royalties, and temporal jurisdictions in, over, and upon the same piece of ground; and further also except to the said dean and chapter, and their successors, all fisheries and salmon hecks whatsoever, and an exclusive right of fishing with nets and otherwise, in, over, and upon the manor aforesaid), to hold the same (except as thereinbefore excepted), unto the said T. W., his heirs and assigns, for and during the natural lives of T. T., formerly of in the county of *York*, and then of in the said county, esq., then aged years or thereabouts, W. W., of then aged years or thereabouts, youngest son of J. W., of in the said county of *York*; and G. E. W., second son of the Rev. C. W., doctor in divinity, and nephew to the said T. W., party thereto, then aged years or thereabouts, and for and during the life of the longest liver of them, under and subject to such rents, covenants, and agreements, as are thereby and therein reserved and contained on the part of the said T. W., his heirs and assigns, to be paid, kept, and performed. AND WHEREAS, by Recital of a

of the parsonage and manor.

lease of the another indenture bearing date the said day of
 courts leet, and made, or expressed to be made, between the
 &c., for a said dean and chapter of the one part; and the said
 term of T. W., of the other part: the said dean and chapter, in
 years. consideration of the surrender of a former lease, and
 other considerations therein mentioned, did demise,
 grant, and to farm let, unto the said T. W., all that the
 court leet and view of frankpledge within the said par-
 sonage and manor of court baron and copyhold,
 and customary court, and all other their temporal
 jurisdiction there, reliefs, heriots, fines, amerciaments,
 perquisites of courts, profits, forfeitures, seizures, felons
 and fugitives, goods, waifs, estrays, and all other the
 rights, members, and appurtenances to the said tem-
 poral jurisdiction and premises in anywise belonging
 or appertaining, or used or occupied therewith, (excepting
 Exception. and always reserving to the said dean and chapter, and
 their successors, all spiritual jurisdiction within the said
 parsonage and manor, and the said advowson or gift
 of the vicarage of B. aforesaid, and the portion of
 the vicar there; and also except to the said dean and
 chapter, and their successors, the said piece or parcel
 of ground called or known by the name of the *Goose
 Hill*; and also except to the said dean and chapter,
 and their successors, all seignories, royalties, and tem-
 poral jurisdiction, in, over, and upon the same piece of
 ground; and further also, except to the said dean and
 chapter, and their successors, all fisheries and salmon-
 checks whatsoever, and an exclusive right of fishing with
 nets and otherwise, in, over, and upon the manor afore-
 said), To HOLD the same (except as thereinbefore
 excepted) unto the said T. W., his executors, admin-
 istrators, and assigns, from the day of the date
 thereof, for and during, and unto the full end and term
 of 21 years from thence next ensuing, fully to be
 complete and ended, under and subject to such rent,
 covenant, consideration, and agreement as is and are
 thereby and therein reserved and contained on the part of
 the said T. W., his executors, administrators and assigns,
 to be paid, kept, and performed. AND WHEREAS the
 said J. R. hath contracted and agreed with the said
 T. W., for the purchase of all his estate and interest
 of and in the said parsonage and manor of B., and of
 and in the said courts, temporal jurisdiction, and pre-
 mises, in and by the said hereinbefore in part recited in-
 dentures respectively granted and demised, with their
 appurtenances, at or for the price or sum of *l.*
 Contract for pur- NOW THEREFORE THIS INDENTURE WITNESSETH,
 chase. that for and in consideration of the sum of *l.* of
 Witnesseth lawful money of *Great Britain*, to the said T. W., well
 considera- tion.

and truly paid by the said J. R., at or immediately before the sealing and delivery of these presents, the receipt of which said sum of ~~the~~, the said T. W. doth hereby acknowledge, and thereof, and of every part thereof, doth by these presents for ever quit, release, and discharge the said J. R., his heirs, executors, administrators, ^{Granting part.} and assigns, he the said T. W. HATH granted, bargained, sold, aliened, released, and confirmed, and by these presents BOTH grant, bargain, sell, release, and confirm unto the said J. R., (in his actual possession now being, &c.), and his heirs, ALL that the said parsonage and manor of ~~the~~ in the said county of York, appropriated to the common of the church of York, and all profits, commodities, and appurtenances to the same belonging and appertaining, which are in and by the said first hereinbefore in part recited indenture tripartite granted and demised, or mentioned or intended to be granted and demised, to the said T. W., as aforesaid, and the reversion and reversions, remainder and remainders rents, issues, and profits of the said parsonage, manor, and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, and all the estate, right, title, interest, possession, property, claim, and demand whatsoever of him the said T. W., of, in, to, or out of the said parsonage, manor, and premises, and every or any of them, and every or any part or parcel thereof, To HAVE AND TO HOLD ^{Habendum for three lives and the life of the survivor.} all the said parsonage, manor, and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, unto and to the use of the said J. R., his heirs and assigns, for and during the natural lives of the aforesaid T. T., W. W., and G. E. W., and the life of the longest liver of them, under and subject to the rents, covenants, and agreements by and in the said indenture tripartite reserved and contained, which ought from henceforth on the lessee's or assignee's part to be paid, kept, observed, and performed. AND THIS INDENTURE ALSO WITNESSETH, that for and in consideration of the said sum of £., so paid to the said T. W. by the said J. R., as aforesaid, he the said T. W. HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents, BOTH grant, bargain, sell, assign, transfer, and set over unto the said J. R., his executors, administrators, or assigns, all the aforesaid courts leet and view of frankpledge within the said parsonage and manor of ~~the~~ and also the court baron, and copyhold and customary court, temporal jurisdiction, and other the premises which are in and by the said last hereinbefore in part recited indenture granted and demised, or mentioned or intended to

^{Assignment of the courts.}

RELEASES, OR CONVEYANCES.

Covenants
for title.

be granted and demised, to the said T. W., for the aforesaid term of twenty-one years, with their appurtenances, and all the estate, right, title, interest, term, of years yet to come and unexpired, property, possession, claim, and demand of him the said T. W., of, in, and to the same courts, jurisdiction, and premises, and every or any of them, TO HAVE AND TO HOLD all and every the said courts, jurisdiction, and premises last hereinbefore granted or assigned, or mentioned or intended so to be, with their appurtenances, unto the said J. R., his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the aforesaid term of twenty-one years which is yet to come and unexpired, under and subject to the rent, covenants, conditions, and agreements by and in the said last hereinbefore in part recited indenture reserved and contained, which ought from henceforth on the lessee or assignee's part to be paid, kept, observed, and performed. AND the said T. W. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, declare, and agree to and with the said J. R., his heirs, executors, administrators, and assigns, in manner following; (that is to say), that he the said T. W. hath not, at any time or times heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered any act, deed, matter, or thing whatsoever whereby or wherewith, or by reason or means whereof the said parsonage, manor, courts, jurisdiction, and premises hereby respectively granted, released, and assigned, or mentioned or intended so to be, or any of them, or any part or parcel thereof, are or is, or may, can, or shall be any ways impeached, charged, affected, or incumbered in title, estate, or otherwise howsoever, or the said term of twenty-one years forfeited, surrendered, merged, extinguished, or become void, or voidable; AND that he the said J. R., his heirs or assigns, shall or lawfully may, from time to time, and at all times hereafter, during the lives of the aforesaid T. T., W. W., and G. E. W., and the life of the longest liver of them, peaceably and quietly enter into, and have, hold, use, occupy, possess, and enjoy the said parsonage, manor, and premises first hereinbefore granted and released, or mentioned or intended so to be, with their appurtenances, and receive and take the rents, issues, and profits thereof, from the day of last, to and for his and their own use and benefit.

AND ALSO, that he the said J. R., his executors, administrators, and assigns, shall or lawfully may, from time to time, and at all times hereafter, during the remainder of the aforesaid term of twenty-one years, peaceably and quietly have; hold, use, exercise, and

enjoy the aforesaid courts, jurisdiction, and premises hereby granted or assigned, or mentioned or intended so to be, with their appurtenances, and receive and take the fines, fees, perquisites, and profits thereof from the said day of last, to and for his and their own use and benefit, without any let, suit, trouble, denial, evasion, disturbance, molestation, hindrance, or interruption of, from, or by the said T. W., his heirs, executors, administrators, and assigns, or any other person or persons whomsoever, lawfully or equitably claiming or to claim by, from, through, or under him, them, or any of them, or by, with, or through his, their, or any of their acts, means, consent, privity, or procurement, (*free from incumbrances*). AND MOREOVER, that the said T. W., his heirs, executors, and administrators, and all and every other person and persons whomsoever lawfully claiming or to claim any estate, term, or interest in, to, or out of the said parsonage, manor, courts, jurisdiction, and premises hereby respectively granted, released, and assigned, or mentioned or intended so to be, or any of them, or any part thereof, by, from, or under him, them, or any of them, shall and will, at any time or times hereafter, upon the request and at the costs and charges of the said J. R., his heirs, executors, administrators, or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, matters, things, conveyances, assignments, and assurances in the law whatsoever, as well for the further and better more perfectly and absolutely granting, releasing, and conveying the said parsonage, manor, and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, unto the said J. R., his heirs and assigns, during the lives of the said T. T., W. W., and G. E. W., or such of them as shall be then living, and the life of the longest liver of them; as also for the further and better assigning and assuring all and singular the said courts, jurisdiction, and premises hereby granted or assigned, or mentioned or intended so to be, with their appurtenances, unto the said J. R., his executors, administrators, and assigns, for and during all the term, due and remainder of the said term of 21 years, which shall be then to come and unexpired, as by the said J. R., his heirs, executors, administrators, and assigns, or any of them, or his, their, or any of their counsel, shall be reasonably devised or advised and required, so as there be not in such further or other conveyances, assignments, and assurances, or any of them, contained any further or other warranty or covenant

RELEASES, OR CONVEYANCES.

than against the person who shall be required to make and execute the same, and his, her, or their acts, deeds, heirs, executors, and administrators only, and so as for the making or doing thereof, he, she, they, or any of them, be not be compelled or obliged to go or travel from the place or places of his, her, their, or any of their usual abode or dwelling. IN WITNESS, &c.

Release from Trustees under a Power of selling in a Settlement.

THIS INDENTURE, made, &c., between L. D., of, &c., of the first part; W. C., of, &c., (eldest son and heir of A. C., late of the same place, esq., deceased), and L. A. C., wife of the said W. C., of the second part; and C. G. and S. D., of, &c., of the third part; and A. B., of, &c., of the fourth part.

Recites the marriage settlement in which the power is contained.

WHEREAS, by indentures of lease and release, bearing date respectively, the day of and day of which was in the year of our Lord the release of seven parts, and made or mentioned to be made between the said A. C., (since dead), of the first part; the said W. C. and the said L. A. C., his now wife, of the second part; J. P., of, &c., of the third part; J. D., of, &c., esq., and G. C., of, &c., (both since deceased), of the fourth part; and G. B., of, &c., and H. H., of, &c., of the fifth part; the said C. G. and S. D., of the sixth part; and the said F. B., (since deceased), of the seventh part; (being the marriage settlement of the said W. C. and L. A. C., his wife, made in pursuance of articles dated the day of and executed previous to and in consideration and contemplation of the said marriage): and by virtue of a common recovery, suffered in pursuance of such release or settlement in or as of Easter term then next ensuing, the lands and hereditaments hereinafter mentioned and intended to be hereby granted and released were (amongst other hereditaments and premises) settled, limited, and assured, to the several uses and upon the several trusts, and to and for the several ends, intents, and purposes, and subject to, with, and under the several powers, provisos, declarations, and agreements in the said indenture of release limited, expressed, and declared of and concerning the same. In which said indenture is contained a proviso or power whereby it was agreed and declared, that, it should and might be lawful to and for the said J. D. and G. C., and the survivor of them, and his heirs, at any time or times thereafter, by any deed or deeds, writing or writings, executed in the presence of two or more

credible witnesses, by and with the consent and approbation of the said A. C. and W. C., during their joint lives, and after the decease of either of them, by and with the consent and approbation of the survivor, and by and with the consent of the said L. A. C., and also of the said C. G. and S. D., or the survivor of them, such consent to be signified by their signing and sealing the same deed or deeds, writing or writings respectively, to make sale, convey, and dispose of all or any part of the said manors, &c., thereby granted and released, and the fee simple and inheritance thereof, to any person or persons whatsoever, either together or in parcels, for such price or prices in money as to them should seem reasonable, and upon payment of the monies arising by sale of any such part or parts thereof as should be by them sold or disposed of for a valuable consideration in money, to sign and give proper receipts for the monies for which the same should be sold, which receipts should be sufficient discharges to any purchaser or purchasers for such purchase money, or so much thereof as in such receipt should be acknowledged and expressed to be received, and such purchaser or purchasers should, not afterwards be answerable for any misapplication or non-application of such purchase monies. And where any of the said premises should be so sold for a valuable consideration in money, and such proper receipts should be signed and given for the purchase monies as aforesaid, all and every the said manors, &c., so sold, should be and remain for ever thenceforth freed and absolutely discharged of and from all and every the uses, estates, trusts, declarations, provisos, and agreements, in and by the said indenture of release now in recital limited, expressed, and declared, and from thenceforth the same indenture, and the grant and release thereinbefore contained, and all and every the common recoveries then suffered or to be suffered in pursuance of the same indenture, and all other conveyances and assurances whatsoever, should be and enure as to so much of the said premises as should be so sold unto and to the use of such purchaser or purchasers, and his and their heirs, for ever. Recites death of trustees. AND WHEREAS, the said G. C., since the date and execution of the said indenture of release, departed this life, and the said J. D., since the death of the said G. C., hath also departed this life, leaving the said L. D., his eldest son and heir at law, him surviving. And upon the death of the said J. D., the power hereinbefore mentioned devolved and became vested in the said L. D. AND WHEREAS, the said L. D., (with the consent and approbation of the said W. C., L. A. C., C. G., and S. D., testified by their being parties to and severally

RELEASES, OR CONVEYANCES.

Witnesseth
considera-
tion.

Vendor, in
pursuance
of the pow-
er vested in
him, con-
vey

General
words.

signing and sealing these presents, in the presence of the two persons whose names are hereon written or indorsed as witnesses attesting the execution thereof) contracted and agreed with the said A. B., for the absolute sale to him of the inheritance in fee simple of and in the lands and hereditaments hereinafter mentioned and intended to be hereby granted and released, at and for the price or sum of *l.* Now THIS INDENTURE WITNESSETH, that in pursuance of such contract and agreement, and for and in consideration of the sum of *l.*, of lawful money, &c., to the said L. D., in hand, &c., paid, &c., (with the consent and approbation of the said W. C. and L. A. C., C. G., and S. D., testified as aforesaid), the receipt of which said sum of *l.*, in full for such purchase as aforesaid, he the said L. D. doth hereby acknowledge, and thereof, &c., and of and from the same and every part thereof, he the said L. D., and also the said W. C. and L. A. G., do, and each and every of them DOTH acquit, release, and discharge the said A. B., his heirs, executors, and administrators for ever by these presents. If the said L. D., in pursuance and in exercise and execution of the power and authority him enabling in such manner as in the said in part recited indenture of release is mentioned, and by force and virtue of all and every other powers and authorities to him belonging or appertaining, (and with the consent and approbation of the said W. C., and L. A. C., C. G., and S. D., testified as aforesaid), HATH bargained, sold, aliened, released, and confirmed, and by these presents DOTH bargain, &c., and for the consideration aforesaid, and in consideration of the sum of 10s., to each of them the said W. C., and L. A. C., C. G. and S. D., by the said A. B., in hand paid, &c., the receipt, &c., they the said C. G. and S. D., with such consent and approbation as last mentioned, HAVE, and each of them HATH bargained, sold, released, assigned, and quitted claim, and by these presents DO, and each of them, DOTH bargain, &c., and the said W. C. and L. A. C., HAVE, and each of them HATH granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents DO, and each of them DOTH grant, &c., unto the said A. B., (in his actual possession now being by virtue of a bargain and sale to him thereof made, by the said L. D. and W. C., in consideration of 5s. by indenture, &c.) and to his heirs and assigns, ALL, &c., together with all ways, waters, paths, passages, hedges, ditches, fences, timber and other trees, common of pasture and turbary and other commons, easements, privileges, profits, advantages, and appurtenances whatsoever to the said lands, hereditaments,

or premises, or any part thereof belonging or appertaining, or therewith used, occupied, and enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or any part thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said lands, hereditaments, and premises, and every or any part or parcel thereof: and all the estate, right, title, interest, use, trust, possession, inheritance, property, claim, and demand whatsoever, both at law and in equity, of them the said L. D., and W. C., L. A. C., C. G., and S. D., and every of them, of, into, or out of the said lands, hereditaments and premises hereinbefore mentioned and intended to be hereby granted and released, every or any part or parcel thereof; And all deeds, evidences, and writings in the or any of their hands, custody, or power, which solely relate to or concern the said premises, or any part thereof, and true copies of all such other deeds, evidences, and writings, as relate to or concern the said hereditaments and premises, or part or parcel thereof, jointly with any other lands and hereditaments, such copies to be made at the proper expense, costs, and charges of the said W. C., his heirs, executors, and administrators, To HAVE AND TO HOLD the said lands and hereditaments, and all and singular other the premises hereinbefore mentioned, and intended to be hereby granted and released, and every part and parcel thereof, with their appurtenances, unto the said A. B., his heirs and assigns, to the only proper use of him the said A. B., his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever. And the said L. D., doth hereby for himself, his heirs, executors, and administrators, covenant and declare to and with the said A. B., his heirs and assigns, that the said L. D. hath not at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof the said lands, hereditaments, and premises hereby released or mentioned, or intended so to be, or any of them, or any part or parts thereof, are, is, or may, or can, or shall be any ways impeached, charged, affected, or incumbered in title, estate, or otherwise howsoever. And the said C. G. and S. D., each of them separately for himself and for his respective heirs, executors, and administrators, and for his own acts only, and not jointly, or one of them for the other, or for the heirs, executors, or administrators acts or defaults of the other, do hereby severally covenant and

And all
deeds, &c.

Habendum.


Covenant,
do go act
to incum-
ber.

From two
that neither
had done
any act to
incumber.

Covenants
for title.

declare, that they the said C. G. and S. D., respectively have not at any time heretofore made, done, &c., (as before). AND the said W. C. for himself, his heirs, executors, and administrators, doth covenant, promise, declare, grant, and agree to and with the said A. B., his heirs and assigns, by these presents, in manner following; (that is to say), that (for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said W. C., or any of his ancestors, made, done, committed, or executed, or wittingly or willingly permitted or suffered to the contrary) the said L. D., and they the said W. C., and the said L. A. C., C. G., and S. D., or some or one of them, now have or hath in themselves, himself, or herself, good right, full power, and lawful and absolute authority to grant, release, and convey, ALL and every the said lands, hereditaments, and premises hereinbefore granted and released, or mentioned, or intended so to be, with their and every of their appurtenances, unto and to the use of the said A. B., his heirs and assigns, for ever, in manner and form aforesaid, according to the true intent and meaning of these presents. AND also that the said A. B., his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly have, use, occupy, possess and enjoy ALL and every the said lands, hereditaments, and premises hereinbefore granted and released, or mentioned or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own use and uses, without any let, suit, hindrance, interruption, molestation, or disturbance whatsoever, of, from, or by the said W. C., his heirs, executors, and administrators, or of, from, or by any other person or persons whatsoever, lawfully or equitably claiming or to claim, by, from, or under him the said W. C., or by, with, or through his and their or any of their acts, deeds, means, assent, privity, or procurement. AND that free and clear, and freely and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by the said A. C. or W. C., or one of them, their or one of their heirs, executors, and administrators, well and sufficiently kept harmless and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dowers, uses, trusts, entails, statutes, recognizances, extents, forfeitures, sequestrations, rents and arrears of rent, judgments, executions, titles, charges, and other incumbrances whatsoever, had, made, done, committed, or executed, or wittingly or willingly permitted or suffered

by him the said W. G., or any of his ancestors, or any other person or persons whomsoever, lawfully or equitably claiming or to claim by, from, or under him, them, or any of them, or by, through, or with his, her, or their or any of their act, deed, means, consent, privity, or procurement. AND MOREOVER, that the said W. C., and L. A. C., C. G., and S. D., and their respective heirs, executors, and administrators, and all or any other person or persons whomsoever, having or claiming, or who shall or may have or claim, any legal or equitable estate, right, title, trust, or interest of, into, or out of the said lands, hereditaments, and premises hereby granted or released, or mentioned or intended so to be, or any of them, or any part or parcel thereof, by, ~~from~~, under, or in trust for them, or any of them, or by, from, or under any of the ancestors of the said W. C., shall and will from time to time, and at all or any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said A. B., his heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, &c., all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, assurances, and conveyances in the law whatsoever, for the further, better, more perfectly, and absolutely granting, releasing, conveying, and assuring the said lands, hereditaments, and premises hereinbefore granted and released, or mentioned or intended so to be, with their and every of their appurtenances, unto and to the use of the said A. B., his heirs and assigns, as by the said A. B., his heirs and assigns, or his or their counsel, shall be lawfully and reasonably devised or advised and required, so as such further assurances or conveyances, or any of them, do not contain any further or other covenant or warranty than against the person or persons who shall be required to make and execute the same, and his, her, and their own heirs' acts and deeds only; and so as the person or persons who shall be required to make and execute the same, be not for the doing thereof compelled or compellable to go or travel from his, her, or their usual place of residence. IN WITNESS, &c.



*Of a Life Estate in consideration of an Annuity
for the Life of the Vendor and his Wife, secured
by the Conveyance being made to Trustees.*

Parties.

THIS INDENTURE, made, &c., between J. C. and E. his wife, of the first part; A., of the second part; B. of the third part; and Sir J. C., of the fourth part; *recites indentures of lease and release whereby the estates, &c., were conveyed and assured, and now stand settled and limited to the use of the said J. G. and his assigns for life, remainder to trustees during his life to preserve contingent remainders, and after his decease to the use of E. C. and her assigns, during her life, with divers remainders over.*

Recites
contract for
purchase in
considera-
tion of an-
nuities to
vendor and
his wife for
their lives.

AND WHEREAS, the said Sir J. C., hath contracted and agreed with the said J. C. and E. his wife, for the purchase of their estates for life, of and in the manors, &c., and hereditaments, in consideration of him the said Sir J. C. securing to the said J. C. a clear annuity or yearly sum of £. during his life, and to the said E. C., if she shall survive him, a like clear or yearly sum of £. during the then remainder of her life.

Witnesseth.

AND WHEREAS, the said Sir J. C., in part performance of the said agreement, hath by his bond or obligation, bearing even date herewith, become bound to the said J. C. in the sum of £., with a condition thereunder written, that if, &c. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said Sir J. C. having executed the said bond or obligation of even date herewith, and for the better and more effectually securing the payment of the said annuity or yearly sum to the said J. C. during his life, and to the said E. C. during her life, if she shall survive the said J. C. her husband; and in consideration of 10s. of good and lawful money, &c., to the said J. C., and E. C. his wife, at and immediately before the sealing and delivering of these presents, well and truly paid to the said A., the payment and receipt whereof is hereby acknowledged, and for conveying and assuring the said manors, &c., with their appurtenances, to the uses, intents, and purposes, and with, under, and subject to the several powers, declarations, and agreements hereinafter limited, declared, and expressed, of and concerning the same. The said J. C. and E. his wife HAVE, and each of them HATH granted, bargained, sold, aliened, and released, and by these presents DO, and each of them DOTII grant, bargain, sell, alien, and release unto the said A., (in his actual possession, &c.), ALL, &c. TO HAVE

Granting
part.

AND TO HOLD the said manors, &c., and premises *Habendum* hereinbefore granted and released, or mentioned or intended so to be, with their and every of their appurtenances, unto the said A. and his heirs, during the lives of the said J. C. and E. his wife, and the life of the survivor of them, To THE USES, intents, and purposes, and with, under, and subject to the powers, declarations, and agreements hereinafter expressed; (that is to say), As, to, for, and concerning the said advowson of the vicarage of, &c. To THE USE of the said J. C. and his assigns, during his life, and from and after his decease, To THE use of the said B. and his heirs, during the life of the said E. C., if she shall survive the said J. C. her husband, IN TRUST for the said Sir J. C., his heirs and assigns, AND as, to, for, and concerning all and every the said manors, &c., and premises hereby granted and released, or mentioned, or intended so to be, (other than and except the said advowson, &c.) To THE USE, intent, and purpose that the said J. C. shall and may have, receive, and take out of the said manors, &c. and premises, yearly and every year, during his life, the aforesaid annuity or yearly sum of £. of good and lawful money of *Great Britain*: AND TO THE FURTHER USE, intent, and purpose that the said E. C., if she shall survive the said J. C. her husband, may have, receive, and take out of the same manors, &c., and premises, yearly and every year during the then remainder of her life, the said like annuity or yearly sum of £. of like lawful money as aforesaid, each of the said annuities or yearly sums to be yearly issuing and payable out of the said manors, &c. and premises, by four equal quarterly payments, on the feasts and days hereinafter mentioned; (that is to say), the feast of, &c., in every year, without any deduction or abatement whatsoever out of either of the said annuities or yearly sums, or any part thereof, for or by reason of any parliamentary or other rates, taxes, or impositions whatsoever, or for or in respect of any other matter, cause, or thing whatsoever. The first quarterly payment of the said first-mentioned annuity or yearly sum of £., to be made to the said J. C., on the feast of, &c., next ensuing the date of these presents; and the first quarterly payment of the said last-mentioned annuity or yearly sum of £. to be made to the said E. C., on such of the said feasts or days as shall first happen after the decease of the said J. C. her husband, if she the said E. C. shall be then living. [*Powers of distress and entry in case of non-payment of said annuities; with clause for apportioning annuity in case of death*].

Upon trust, following.

In trust for vendor to receive an annuity during life.

The like to his wife, if she survive him.

AND as, to, for, and concerning all and every the said And subject

thereto to
trustees in
trust for the
purchaser.

Covenant to
levy a fine
sur concesserunt.

Declaration
of uses of
said fine.

Covenant
for title.

manors, &c., and premises hereby granted and released, or mentioned or intended so to be, (other than and except the advowson aforesaid), subject to and charged and chargeable with the said annuities or yearly sums, and the powers and remedies hereinbefore given and provided for obtaining and recovering payment thereof, To THE USE of the said B. and his heirs, during the lives of the said J. C. and E. his wife, and the life of the survivor of them, IN TRUST for the said Sir J. C., his heirs and assigns. AND for the consideration aforesaid, and the more effectually securing, conveying, and assuring the said manors, &c., and premises hereby granted and released, or mentioned or intended so to be, with their and every of their appurtenances, unto the said A. and his heirs, during the life of the said J. C., and E. his wife, and the life of the survivor of them, To THE USES, and for the intents and purposes, and subject to the powers hereinbefore limited or expressed of or concerning the same, HE the said J. C., DOTH hereby for himself, and for the said E. his wife, covenant, promise, and agree to and with the said A. and his heirs, that they, the said J. C. and E. his wife, shall and will, at the costs and charges of the said Sir J. C., before the end of next, or some other subsequent term, acknowledge and levy, in due form of law, before his majesty's justices of the court of Common Pleas at *Westminster*, a fine *sur concesserunt* of all and every the said manors, &c., and premises, with their appurtenances, by such apt and convenient names, quantities, qualities, certainties, and descriptions, as shall be sufficient to comprise and comprehend the same, and thereby grant all and every the said manors, &c., and premises, with their appurtenances, to the said A. and his heirs, during the lives of the said J. C. and E. his wife, and the life of the survivor of them. AND it is hereby expressly agreed and declared, by and between the said parties hereto, and the true intent and meaning of them and of these presents is, that the said fine, so as aforesaid, or in any other manner to be acknowledged and levied, and the whole force, effect, and operation thereof, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, To THE USES, for the intents, and with, under, and subject to the powers hereinbefore limited and expressed, of and concerning the said manors, &c., and premises, and to and for no other use, intent, or purpose whatsoever. AND the said J. C., doth hereby for himself, his heirs, executors, and administrators, and for the said E. his wife, covenant, promise, and agree to and with the said A. and his heirs, in manner following; (that is to say), that (for and not-

withstanding any act, deed, matter, or thing whatsoever, by them or either of them made, done, committed, or executed, or wittingly or willingly permitted or suffered), they the said J. C. and E. his wife, now have in themselves good right, full power, and lawful and absolute authority to grant, bargain, sell, release, and convey, in manner aforesaid, all and every the said manors, &c., and premises hereby granted and released, or mentioned or intended so to be, with their and every of their appurtenances, unto the said A. and his heirs, during the lives of them the said J. C. and E. his wife, and the life of the survivor of them, TO THE USES, for the intents and purposes, and under and subject to the powers hereinbefore limited, declared, and expressed of and concerning the same; AND ALSO, that all and every the said manor, &c., and premises hereby granted and released, or mentioned or intended so to be, with their and every of their appurtenances, shall from henceforth, during the lives of the said J. C. and E. his wife, and the life of the survivor of them, remain, continue, and be to the uses, intents, and purposes, and with, under, and subject to the powers hereinbefore limited, expressed and declared of or concerning the same, (*free from incumbrances*), save and except as in the said recited indenture is mentioned to be excepted; AND ALSO, save and except all such leases and contracts, or agreements for leases, which are now subsisting or in being, or concerning the said messuages, &c., and premises hereby granted and released, or intended so to be, or any of them, for terms of years not exceeding 21 years, whereby the best and most improved yearly rents that can best be had or gotten for the premises herein comprised, are reserved or agreed to be paid during the continuance of such leases, contracts, and agreements, respectively. AND MOREOVER, that they the said J. C. and E. his wife, and each of them, shall and will, from time to time, and at all times hereafter, upon the request of the said A. and his heirs, or of the said Sir J. C., his heirs or assigns, at his and their costs and charges, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in the law whatsoever, for the further, better, more perfectly and absolutely granting, releasing, conveying, and assuring the said manors, &c., and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, unto the said A. and his heirs, TO THE USES, for the intents and purposes, and with, under, and subject to the powers hereinbefore limited,

That premises shall remain to same uses.

Free from incumbrances, except leases, &c.

For further assurance.

Covenant to
produce
title-deeds.

declared, and expressed of or concerning the said manors, &c., and premises, or such of them as shall then be capable of taking effect, as by the said A. and his heirs, or by the said Sir J. C., his heirs or assigns, or his, their, or any of their counsel, shall be reasonably devised or advised and required. AND LASTLY, that the said J. C., and also the said E. his wife, if she survive him, shall and will, from time to time, and at all times during their lives, and the life of the survivor of them, upon the reasonable request and notice thereof in writing for that purpose given to them or one of them by the said Sir J. C., or his heirs or assigns, or any other person or persons lawfully claiming, or to have or lawfully claim any estate, right, title, and interest in, to, or out of the said manors, &c., and premises hereinbefore mentioned to be hereby granted and released, or any part or parts of them, or any of them, and at the costs and charges of the person or persons desiring the same, produce and shew forth, or cause and procure to be produced and shewn forth in evidence, at any trial or hearing, in any court of law, equity, or judicature, or to the counsel, attorney, or solicitor of the said Sir J. C., his heirs or assigns, or of any such other person or persons so claiming or to claim, by, from, under, or in trust for him, them, or any of them as aforesaid, or upon any other reasonable occasion, all and every or any of the several deeds and evidences mentioned and specified in the schedule hereunto annexed, which deeds, evidences, and writing are now in the hands, custody, or power of the said J. C., for the defence, manifestation, and support of the right and title of the said Sir J. C., his heirs and assigns, and all other persons claiming or to claim by, from, under, or in trust for him, them, or any of them, during the lives of the said J. C. and E. his wife, and the lives of the survivor of them, to the said manors, &c., and premises hereinbefore mentioned to be hereby granted and released, or any part or parts thereof, unless the said J. C. and E. his wife shall be prevented from so doing by fire or other inevitable accident. BUT NEVERTHELESS so that the said J. C. and E. his wife, or either of them, be not compelled or obliged to part with the said deeds and evidences, or any of them, save in some open court of law, equity, or other judicature, or to his, her, or their own counsel, attorney, solicitor, or agent only. AND the said Sir J. C., doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said J. C., and his assigns, in manner following; (that is to say), that he the said Sir J. C., and his heirs, executors, administrators and assigns,

Covenant
from pur-
chaser to
pay annu-
ties.

shall and will well and truly pay, or cause to be paid, unto the said J. C., yearly and every year during his life, the said annuity or yearly sum of *l.*, at or on the feasts or days hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever; and also shall and will well and truly pay, or cause to be paid, unto the said E. C., yearly and every year during her life, if she shall survive the said J. C. her husband, the said annuity or yearly sum of *l.* at or on the feasts or days hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever, according to the true intent of these presents. IN WITNESS, &c.

—◆—

Release of an Equity of Redemption. *

THIS INDENTURE, made, &c., between W. J., &c., of the one part; and T. O., of, &c., of the other part.

[*Recites a mortgage in fee from the said W. J. to E. J., of all that, &c., for securing *l.* and interest, subject to redemption, &c.*] AND WHEREAS, there now remains due and owing to the said E. J., upon and by virtue of the said in part recited mortgage or security, the said principal sum of *l.* and no more, all interest for the same to the day of the date of these presents having been fully paid to the said E. J. * AND WHEREAS, the said W. J. hath contracted and agreed with the said T. O., (subject to the aforesaid mortgage for *l.* to the said E. J.), for the absolute sale of the inheritance and equity of redemption of the said messuage, &c., at or for the price or sum of *l.* Now Granting † THIS INDENTURE WITNESSETH, that for and in consideration of the sum of *l.* of lawful, &c., by the said T. O., to the said W. J., in hand well and truly paid, at or before the sealing and delivery of these presents, in full for such purchase as aforesaid, the receipt, &c. He the said W. J. hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, &c., unto the said T. O., (in his actual possession (1), &c., and to his heirs, ALL, &c., [*describe the*

(1) Though a lease and release are frequently made use of in common practice as the conveyance of an equity of redemption, yet an equity of redemption, as such, cannot be subject to an use at law. The bargain and sale for a year, therefore, will not operate in this case, to raise an use to be executed by the statute. The equity passes by way of *grant*; and care should be taken to insert that word in the deed. However, if the deed cannot take effect as a release, for the cause we have stated, yet surplusage, it is affirmed, will not hurt. It is therefore often recommended to adopt the mode of lease and release (inserting the word *grant*) as the

premises particularly], and all houses, &c., and the reversion, &c., and all the estate, right, title, interest, equity of redemption, &c., and all deeds, &c. **To HAVE AND TO HOLD** the said messuage, &c. unto the said T. O., his heirs and assigns, to the only proper use of the said T. O., his heirs and assigns, for ever, (subject nevertheless to the aforesaid mortgage, to the said E. J., and the payment of the sum of £. and the interest from thenceforth to accrue and grow due for the same).

Habendum. **Subject to the mortgage.** **Covenant from W. J. that he is entitled to redeem;** **and hath right to convey.** **That the premises are not subject to any further charge;** **For the equity of redemption released, &c.** **For quiet enjoyment.**

AND the said W. J., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said T. O., his heirs, executors, and administrators, by these presents, in manner following; (that is to say), that (for and notwithstanding any act, deed, matter or thing whatsoever, by him the said W. J. made, done, committed, or executed to the contrary), he the said W. J., at the time of the sealing and delivery of these presents, is lawfully and justly entitled to the equitable inheritance and right of redemption of the said messuage, &c., hereby granted, or intended so to be. **AND** that he now hath in himself good right, full power, and lawful and absolute authority to grant the same to him, the said T. O., his heirs and assigns, for ever, in manner aforesaid, and according to the true intent and meaning of these presents. **AND ALSO**, that the said messuage, &c., are not, to the knowledge of the said W. J., in anywise charged or chargeable with, or subject to any sum or sums of money, or other payments or incumbrance whatsoever, other than the said sum of £. secured as aforesaid by the indentures hereinbefore mentioned and recited, with the interest thereupon to become due (save legal taxes and quit-rents). **AND** that he the said W. J. hath not heretofore done, or willingly suffered to be done, any act, matter, or thing wherewith or whereby the equity of redemption of the said messuage, &c., hereby granted, or intended so to be, are, can, or may be released, discharged, granted, conveyed, or anywise incumbered. **AND FURTHER**, that he the said T. O., and his heirs, shall and may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said premises, hereby granted and released, or intended so to be, with the appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own use and benefit, without the let, suit, hindrance, interruption, or denial of the said W. J., his heirs or assigns, safer mode, as they may eventually operate, in case there should be any latent defect in the mortgage, &c., which might leave the legal estate in the mortgagor.

or any other person or persons claiming or to claim, by, from, or under him or them, (save and except the said E. J., his heirs and assigns, in respect of his said mortgage, and the interest thereof as aforesaid). AND that free and clear, &c., (save and except as hereinbefore mentioned and recited). AND FURTHER, that he the said W. J., his heirs and assigns, and all and every other person and persons whomsoever, having, or claiming, or who shall or may have or claim, any estate, right, title, trust, or interest of, in, to, or out of the said premises hereby released, or intended so to be, with their appurtenances, or any part thereof, by, from, or under him, (other than and except the said E. J., his heirs and assigns, in respect to his said mortgage and interest thereof as aforesaid), shall and will, from time to time and at all times hereafter, at the reasonable request and proper costs and charges in the law of the said T. O., his heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely conveying and assuring all and singular the said premises hereby released, or intended so to be, with the appurtenances, unto and to the use of the said T. O., his heirs and assigns, (subject to the said mortgage and the interest thereof as aforesaid), be the same by fine or fines, common recovery or recoveries, or any other matter of record, or otherwise howsoever, as by the said T. O., his heirs and assigns, or his or their counsel, shall be lawfully and reasonably devised or advised and required, so as such further assurances do not contain any further or other covenant or warranty than against the person or persons required to execute the same, his, her, and their heirs' acts and deeds only; and so as no person be compelled or compellable to travel or go from the usual place of his or their respective abode for the doing thereof. AND lastly, the said T. O., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said W. J., his heirs, executors, and administrators, that he the said T. O., his heirs, executors, and administrators, or some of them, shall and will, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, the said W. J., his heirs, executors, and administrators, and his and their goods, chattels, lands, and tenements, of, from, and against the said mortgage so made to the said

Free from incumbrances. For further assurance.

Covenant from purchaser to indemnify against the mortgage and interest.

E. J. as aforesaid, and of and from the said principal money thereby secured, and the interest from henceforth to accrue and grow due for the same. IN WITNESS, &c.

Re-conveyance of a Mortgage in Fee, from eldest Son and Heir at Law, and also the Executor of a Mortgagee, to the Devisees in Trust for sale, of Mortgageor.

Parties.

THIS INDENTURE, made, &c., between A. B., the eldest son, and heir at law, and also the executor of C. D., late of, &c., deceased, of the one part; and E. F. and G. H., the devisees in trust for sale, named in the last will and testament of the said I. K., late of, &c., deceased, of the other part.

Recital

WHEREAS, [*recites the mortgage in fee to the said I. K., deceased, the will of mortgagee, the time of his death, and the proving of his will; and recites the will of mortgageor, and the time of his death, and that the same was duly proved in the proper ecclesiastical court*]. AND WHEREAS, the said principal sum of £., so secured to the said [*mortgagee*], was not paid by the said [*mortgagor*], in his life time. AND WHEREAS, the said [*trustees*], hath this day, out of the monies which have come to their hands, on account of the estate and effects of the said I. K., deceased, paid to the said A. B. the said sum of £., with all interest due in respect thereof, up to the day of the date of these presents, which the said A. B. doth hereby confess and acknowledge AND WHEREAS, the said [*trustees*], being about to make sale of the estates devised to them by the will of the said [*mortgagor*], hath requested the said A. B. to make such re-conveyance of the said hereditaments and premises to them, the said [*trustees*], in manner hereinafter mentioned. NOW THIS INDENTURE

Witnessing part.

WITNESSETH, that in consideration of the premises, and in consideration of the sum of £., and all interest due thereon, having been paid by the said [*trustees*], the said A. B., and which he, the said A. B., doth hereby acknowledge to be in full payment and satisfaction of all principal, interest, and other monies due upon, or in respect of the said hereinbefore recited indenture of release or mortgage, of the day of, &c., and of and from the same sum, and every part thereof, he the said A. B. doth acquit, release, and discharge the said [*trustees*], and each of them, their, and each of their heirs, executors, administrators, and assigns, and also the estate and effects of the said I. K., deceased, by these presents, and to the intent that all and singular the said hereditaments and premises may be well and effectually

vested in them, the said [*trustees*], the better to fulfil the trusts of the will of the said [*mortgagor*], he the said A. B. hath bargained, sold, and released, and by these presents doth bargain, sell, and release unto the said [*trustees*], their heirs and assigns, all and singular the manor, messuages, tenements, farms, lands, hereditaments and premises, comprised in the said hereinbefore recited indenture of lease and release, of the, &c., with the rights, members, and appurtenances, (the same being now in the actual possession of the said [*trustees*], by virtue of a bargain and sale to them thereof made by the said A. B., for the term of a year, in consideration of s., by an indenture bearing date the day next before, and executed before the execution of these presents, and commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), together with all and singular houses, &c. and the reversion and reversions, &c., and all the estate, &c., TO HAVE AND TO HOLD the said manor, messuages, tenements, farm, lands, and hereditaments and premises, hereinbefore described, and intended to be hereby released, unto the said [*trustees*], their heirs and assigns, TO THE USE of the said [*trustees*] their heirs and assigns for ever; but upon the trusts, ends, intents, and purposes, in the said recited will of the said [*mortgagor*], expressed, declared, and contained, concerning the same, and ALL other his real and personal estate thereby devised. [*Covenant from the said A. B. that he hath done no act to incumber*].

*Release or Re-conveyance from a Mortgagee, to the
Heir of the Mortgagor.*

THIS INDENTURE, made, &c., between F. P., of, &c., of the one part; and R. D., of, &c., (brother and heir at law of B. D., late of, &c., deceased, of the other part.

WHEREAS, by indentures of lease and release, bearing date respectively the and days of, &c., and the release made or expressed to be made between the said B. D., deceased, of the one part; and the said F. P., of the other part: IT IS WITNESSED, that in consideration of the sum of l., by the said F. P. to the said B. D. in hand paid, he, the said B. D., did grant and release unto the said F. P., his heirs and assigns, ALL, &c., To hold the same unto and to the use of the said F. P., his heirs and assigns, for ever, subject, nevertheless, to a proviso therein contained for the redemption of the said premises, by the said B. D., his heirs, executors, or administrators, on payment by him

Rectes
mortgage in
fee.

RELEASES, OR CONVEYANCES.

Default
made in
payment of
mortgage-
money.

Death of
mortgagor,
and pay-
ment of
mortgage-
money and
interest, by
his heir at
law.

Witnesseth.

Habendum.

or them, unto the said F. P., his executors, administrators, or assigns, of the said sum of £., and the interest thereof, after the rate, and at the time and in manner therein mentioned. AND WHEREAS, default was made in payment of the said sum of £., and the interest thereof, at the time stipulated for payment of the same, whereby the estate and interest of the said B. D., of and in the said mortgaged premises, became absolute at law to the said F. P., but still redeemable in equity. AND WHEREAS, the said B. D. hath since departed this life intestate, and without issue, whereby the said R. D. became entitled to the inheritance and equity of redemption of the said premises, as brother and heir at law of the said B. D., and at the time of the sealing and delivery of these presents, hath paid and satisfied the said F. P. all principal money and interest due on the said mortgage and mortgaged premises, and hath requested him, the said F. P., to release and re-convey the same premises to him in manner hereinafter mentioned. NOW THEREFORE THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £., of lawful money of *Great Britain*, the said F. P., in hand, to him well and truly paid by the said R. H., at or before the sealing and delivery of these presents, (in full satisfaction and discharge of all principal money and interest due and owing on the said mortgage and mortgaged premises), the receipt whereof, &c., he, the said F. P. hath bargained, sold, aliened, and confirmed, and by these presents doth bargain, &c., unto the said R. D., (in his actual possession, &c.), his heirs and assigns, all that messuage, &c., and all and singular other the premises comprised in and conveyed by the said hereinbefore in part recited indentures of lease and release, with their and every of their appurtenances, freed and absolutely discharged of and from the said mortgage, and the principal money and interest thereby secured, and every part thereof, and all the estate, &c., and all deeds, &c. TO HAVE AND TO HOLD the said messuage, &c., and premises mentioned to him, whereby released as aforesaid, with their and every of their appurtenances, unto the said R. D., his heirs and assigns, to the only proper use of the said R. D., his heirs and assigns, for ever, and to or for no other use, intent, or purpose whatsoever. [Covenant from F. P., that he hath done no act to incumber] (1).

(1) No other covenant can be expected from a mortgagee.

Release, or Re-conveyance of an outstanding legal Estate.

THIS INDENTURE, made, &c., between A. B., of, Parties.
 &c., eldest son and heir at law of C. B., late of,
 &c., who departed this life in or about the month
 of, &c., 1801, and which said C. B. was the only
 son and heir at law of C. D., late of, &c., deceased,
 of the one part; and A. C., of, &c., of the other
 part.

[*Recites the deed by which the legal estate was con-* Recital.
sidered to have become vested in the said C. D., deceas-
ed, and L.M. and N. O., as trustees therein mentioned,
whom he the said C. D. survived]. AND WHEREAS, by
 divers mesne conveyances, and assurances in the law, and
 particularly and lastly under and by virtue of certain in-
 dentures of lease and release, dated respectively on or
 about, &c., and by a common recovery suffered in pur-
 suance thereof, all that the said messuage, &c., became
 vested in the said A. C., in fee simple in possession, as
 the beneficial owner thereof, but it is apprehended that
 the legal estate of and in the said messuage, &c., is
 outstanding in the said A. B., as heir at law of the said
 C. D., who survived his co-trustees, the said L. M. and
 N. O., mentioned in the hereinbefore recited indenture
 of, &c., and afterwards died intestate as to trust estate,
 leaving the said C. B., father of the said A. B., his
 eldest son and heir at law, him surviving, and who has
 also since departed this life intestate, as to trust estates,
 leaving the said A. B., his eldest son and heir at law,
 him surviving. AND WHEREAS, the said A. B., at the
 request of the said A. C., hath consented to re-convey
 the legal estate so vested in him as aforesaid, of and in
 the same messuage or tenement, hereditaments and pre-
 mises, in manner hereinafter mentioned. NOW THIS
 INDENTURE WITNESSETH, that in pursuance of the said
 agreement, and in consideration of s. , by the said
 A. C. to the said A. B., in hand, &c., he, the said A. B.,
 (according to his estate and interest in the premises, and
 so far as he lawfully can or may), hath bargained, sold,
 and released, and, &c., doth, &c., unto the said A. C.,
 (in his actual possession, &c.), and to his heirs, all, &c.,
 and the reversion, &c., and all the estate, &c., TO HAVE
 AND TO HOLD, &c., unto the said A. C., his heirs and
 assigns, to the only proper use and behoof of the said
 A. C., his heirs and assigns for ever(1). [*Add a covenant*
from A. B. that he has not incumbered]. IN WITNESS.

(1) If the conveyance which A. C. took by virtue of the recited
 lease, release, and recovery, had been to uses to prevent dower, or
 otherwise, the uses of this deed should have been the same.

Release of Right to Lands.

To ALL persons, &c., [after recital].

NOW THESE PRESENTS WITNESS, that in consideration of the said premises, and of the natural love and affection which the said A. D. hath and beareth to the said W. B., and in order to quiet and establish the seisin of the said W. B., of and in the said manors, &c. (except as hereinafter mentioned), and also in consideration of s. to the said A. B., the receipt, &c., the said A. D., of his own free will, hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit claim unto the said W. B., and his heirs, all the estate, right, title, interest, use, trust, claim, and demand whatsoever, both at law and in equity, of him, the said A. D., of, in, to, or out of all and singular the manors, &c., so that neither the said A. D., his heirs or assigns, or any other person or persons in trust for him or them, or in his or their name or names, or in the name, right, or stead of any of them, shall or will, can or may, by any ways or means whatever, hereafter have, claim, challenge, or demand any right, title, or interest of, in, to, or out of the same manors, &c., or any of them, or any part thereof, (except as aforesaid), but that he, the said A. D., his heirs and assigns, and every of them, from all estate, right, title, interest, property, claim, and demand of, in, to, or out of the same manors and premises, or any of them, or any part thereof, (except as aforesaid), are, is, and shall be, by these presents, for ever excluded and debarred. IN WITNESS, &c.

Release (by Indorsement) of a Rent-Charge and Surrender of Term, with Covenant to levy a Fine sur consesserunt for Extinguishment.

To ALL, &c., the within-named R. H., and F. his wife, and the within-named W. W. and C. R., send greeting.

Recital.

WHEREAS, the said C. R. hath duly paid to the said R. H., all money due to him, for or on account of the within-mentioned annuity or yearly sum of l., unto last, and hath applied to the said R. H., and requested him, and the said F. his wife, to accept of other security for the due payment of the several annuities of l. and l., within-mentioned, and to release and discharge the within-mentioned manor, &c., of and from the same, and every part thereof; which request the said R. H., and F. his wife, have as-

sented to, and the said C. R. hath, on or before the day of the date of these presents, given to the said R. H., and F. his wife, security to their satisfaction, for the due payment of the said annuity accordingly. Now **THHEREFORE THESE PRESENTS WITNESS**, that for **Witnesseth.** effectuating the purpose aforesaid, and for and in consideration of a security given by the said C. R. to the said R. H., and F. his wife, as aforesaid, for the due payment of the said annuities respectively; and in consideration of **s.** paid to the said R. H. and F. his wife, by the said C. R., they, the said R. H., and F. his wife, have, and each of them hath remised, released, and for ever quit-claimed, and by these presents do, &c., unto the said C. R., his heirs, executors, and administrators the two several annuities or yearly rents within mentioned to be granted to them, the said R. H., and F. his wife, respectively for their lives, and all action and actions, suit and suits on account thereof, and also all and singular the manor, &c., within-mentioned, to be charged and chargeable therewith, and all the right, title, interest, claim, and demand whatsoever, of them, the said R. H., and F. his wife, or either of them, both at law and in equity, of, in, or to the same; **TO THE INTENT** that the same several rents of **l.** and **l.** may be extinguished. **AND for** **Covenant to** the more effectually extinguishing the said rent of **l.** **levy a fine** within-mentioned, to be granted to the said F., the wife of the said R. H., for her life, he, the said R. A., for himself, and for the said F. his wife, doth covenant, promise, and agree, to and with the said C. R., and his heirs, that the said R. H., and F. his wife, shall and will, at the request, costs, and charges in the law of the said C. R., or his heirs, before the end of, &c., acknowledge one or more fine or fines, *sur concesserunt*, to be engrossed, &c., with proclamations, &c., unto the said C. R., and his heirs, of all the said rent, for and during the residue, which, at the time of the decease of the said R. H., shall be to come of the natural life of the said F. his wife, by such description as will effectually ascertain the same, and shall for that purpose be thought requisite, which said fine, to be levied from and after the perfecting thereof, and all and every other fine, &c., of the same rent, or any part thereof, shall be and enure, &c., to the only use and behoof of the said C. R., his heirs, executors, and administrators, to the intent that the same rent may be extinguished. **AND** **Assignment** **THESE PRESENTS FURTHER WITNESS**, that as well for the considerations aforesaid, as in consideration of **s.** **by the** paid to the said W. W., by the said C. R., he, the said **trustee of a** **term of 600** **years, for** W. W., at the request, and by and with the consent,

the purpose of merging it. direction, and appointment of the said R. H., and F. his wife, testified, &c., hath assigned, surrendered, and yielded up, and by these presents doth assign, &c., unto the said C. R., his executors, administrators, and assigns, all and singular the manor, &c., comprised in the within-written indenture, and therein mentioned to be thereby demised, with the appurtenances, and the reversion and reversions, and all the estates, &c., of him, the said W. W., by virtue of the within-written indenture, or otherwise howsoever, to the end and intent that the within-mentioned term of 500 years, of and in the same money and premises, may be merged and extinguished. [*Covenants from W. W., that he hath done no act whereby the said manor, &c., or term of 500 years may be surrendered, forfeited, avoided, impeached, or incumbered*]. IN WITNESS, &c.

Release of Dower and General Release.

TO ALL, &c. A. G. of, &c. sendeth greeting, [*after recitals*].

IT IS WITNESSED, that the said A. G., in consideration, &c. Hath remised and released, and by these presents doth remise and release, unto J. G., of, &c., his heirs, executors, and administrators, all dower and free-bench, and all right and title of dower, and free-bench, and all thirds, and all right and title to thirds, which she the said A. G., may claim or demand, either at common law or by custom, of, or in any of the freehold or copyhold manors, lands, hereditaments, whereof or wherein the said late H. G. was, at any time during the coverture between them, seised, possessed, or interested in. And also all manner of action and actions, cause and causes of action, suits, bills, bonds, writings, obligatory debts, dues, accounts, sum and sums of money, claims, and demands, and every other cause, matter and thing whatsoever, which against the said J. G., she the said A. G., ever had, or she, her heirs, executors, or administrators, shall or may have, challenge or demand, for or by reason or means of any cause, matter, or thing, from the beginning of the world to the day of the date of these presents. IN WITNESS, &c.

Release of Dower by a Widow, to a Person who became the Purchaser, from her Husband in his lifetime, and a Covenant was inserted in the Conveyance for levying a Fine to bar her Dower, which by neglect or otherwise was not levied accordingly.

THIS INDENTURE, made, &c., between A. B., the Parties. widow, and the relict of C. D., late of, &c, esq., deceased, of the one part; and E. F., &c., gent., of the other part.

WHEREAS, the said C. D., deceased, being in his life- time seized, or well entitled to the inheritance in fee simple in possession of the messuage, &c., hereinafter described, subject to the initiate right and title of or to dower of the said A. B. therein; contracted and agreed with the said E. F., for the sale to him of the same hereditaments, (free from incumbrances), AND WHEREAS by an indenture of release dated on or about the day of, &c., grounded upon a lease for a year, bearing date the day preceding the same, and both made between the said C. D., and the said A. B. his wife, of the one part; and the said E. F., of the other part, ALL [describe premises] together with the rights, members, and appurtenances, were, for a valuable consideration, conveyed or otherwise assured, unto and to the use of the said E. F., his heirs and assigns, as the beneficial owner thereof, AND WHEREAS in order to bar the right and title to dower of the said A. B., in the said hereditaments and premises, the said C. D., deceased, did, in and by the hereinbefore recited indenture of release, covenant for himself, and for the said A. B. his wife, in manner therein mentioned, to levy a fine *sur connuzance de droit come ceo*, &c., of the said hereditaments and premises, in or as of the then next or some subsequent term; but which by neglect or otherwise was never duly had, levied, and perfected, and the said C. B. hath departed this life, and the said A. B., party to these presents, out of a regard to justice, and to the intent to quiet the said E. F. in the possession of the said messuage, hereditaments, and premises to him and his heirs, by the said hereinbefore recited indenture of release conveyed as aforesaid, is willing to release all such dower as she in any ways is entitled, of, in, or to the said premises or any part thereof. NOW THIS INDENTURE WITNESSETH, and for the reasons and purposes aforesaid, and in consideration of 5s., &c., she the said A. B. doth hereby fully, clearly, and absolutely remise, release, exonerate, and discharge, unto the said E. F., his heirs and assigns, all and all manner of writ and writs of dower whatsoever, which

Recitals

Witnessing
part.

RELEASES, OR DISCHARGES.

either by the common law or custom she the said A. B. can, or may have, or prosecute against the said E. F., his heirs or assigns, or his or their lands or tenements, in respect of the said messuage, lands, hereditaments, and premises, to him the said E. F., and his heirs, by the said hereinbefore recited indentures of lease and release, granted and conveyed as aforesaid, for or by reason of any dower or thirds, due to her the said A. B., and also all and all manner of right, title, and claim of dower, of which the said A. B. ever had, now hath, or hereafter may have, claim, challenge or demand, by reason of her dower, in or to the said messuage, so that neither she the said A. B., nor any other person or persons in her name, shall or may, at any time, have or claim any dower, or right, or title of dower, in or to the said messuage, &c. But that they and every of them shall for ever hereafter by these presents be excluded and bound of and from all actions, claims, and demands of dower, in and to the same. IN WITNESS, &c.

A general Release from one to one.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of for and in consideration of the sum of £. of lawful, &c., to me in hand well and truly paid by B. C., of, &c., have remised, released, and for ever discharged, and by these presents do, for me, my heirs, executors, and administrators, remise, release, and for ever discharge the said B. C., his heirs, executors, and administrators, of and from all and all manner of action and actions, cause and causes of actions, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, contro-
versies, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands whatsoever, in law and equity, which against the said B. C. I ever had, now have, or which I, my heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents. IN WITNESS, &c.

To a Guardian.

KNOW ALL MEN BY THESE PRESENTS, that A. B., (son and heir of deceased), hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit claim, unto C. D., of his guardian, all and all manner of

action and actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he the said A. B. ever had, now hath, or which he, his executors, or administrators, at any time hereafter, can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for or by reason of any monies, rents, or profits by him received out of the same, or any payments made thereout during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever relating thereto, from the beginning of the world to the day of the date hereof. IN WITNESS, &c,

Release from Creditors to a Debtor, under a Commission.

TO ALL, &c, We who have hereunto set our hands and seals, creditors of A. B., late of, &c., send greeting.

WHEREAS, the said A. B. is indebted to us, his said Recital. creditors in several sums of money, which he is not able

fully to satisfy and discharge, we therefore have agreed, and do hereby agree, to accept of the sum or value of

l. in full payment and satisfaction of all the debts

owing to us respectively at the date hereof, by and from the said A. B., which is paid and delivered by and for the said A. B. to C. and ~~for~~ or one of them, creditors

also, and assignees by virtue of a commission of bankrupt awarded against the said A. B., for the use of, and

to the intent that the same may be shared and divided amongst us his creditors, seeking relief under the said

commission, in proportion and according to the debt to us severally due and owing. Now THEREFORE

Operative KNOW YE, that for the consideration aforesaid, each of part.

us, the said creditors, who have hereunto set our hands and seals, for him and herself, his and her heirs, ex-

ecutors, and copartners, doth by these presents remise, release, and forever discharge the said A. B., his heirs,

executors, and administrators, or any of them from our said several debts, and all manner of action and actions,

&c., which against the said A. B., each and every of us the said creditors now hath, or which each and every of

our heirs, executors, or administrators respectively hereafter may, can, or ought to have, claim, or demand,

for, upon, or by reason of the said several and respective debts to us severally due and owing, or for or by reason

RELEASES, OR DISCHARGES.

of any other matter, cause, or thing whatsoever, from the beginning of the world, &c. IN WITNESS, &c.

Of a Power reserved in a Deed.

TO ALL, &c., I, A. B., of, &c., send greeting.

WHEREAS, &c., [*Recital of the deed to the end of the uses and the proviso*], as in and by, &c. AND WHEREAS, I, the said A. B., have, with the concurrence of C. B., my now eldest son, by sale of the said manor of P., and other lands, &c., and by sale of a messuage and certain lands in, &c., raised the sum of £. and therewith preferred my daughter in marriage, which said sum of £., so raised as aforesaid, I did agree should be in full satisfaction, extinguishment, and discharge of the said power, so that the said manor, &c., hereinbefore mentioned, subject to the said power, ought to be freed, released, and exonerated thereupon. NOW KNOW YE, that I, the said A. B., pursuant to the said agreement, and for other divers good causes, &c., have released, extinguished, and discharged, and by these presents do fully, clearly, and absolutely release, extinguish, and discharge the said recited power for raising the said sum of £. as aforesaid, and all the lands, &c., therein comprised or subject thereto, so that I the said A. B. shall not, nor will, at any time or times hereafter, raise the same, or any part thereof, or hereafter charge the said manor, &c., with the payment thereof, or any part thereof. IN WITNESS, &c.

Release, or Confirmation (by Indorsement) of a Deed, by an Infant on his coming of Age, who had been made a Party to it during his Minority.

Parties.

WHEREAS, the within-named E. C. did, on or about the day of last past, attain the age of 21 years: AND WHEREAS, the within-named C. F. hath this day paid to the within-named J. G. and E. G., or one of them, the sum of £., of lawful, &c., within-mentioned to have been retained by the said C. F. out of the within-mentioned sum of £., the consideration of the within-recited indenture of assignment, bearing even date with the within-written indenture; and also the sum of £. for interest of the said sum of £. after the rate of £. for each 100£., by the year, from the date of the date of the within-written indenture,

which they the said J. C. and E. C. do hereby respectively acknowledge. AND WHEREAS, the said E. C., in pursuance of the covenants in the within-written indenture entered into by the said J. C., on the part of the said E. C. to be performed, and also in consideration of the said sum of £. and interest so paid to the said J. C. and E. C., or one of them, as aforesaid, hath duly sealed and delivered the said within-recited indenture of assignment, bearing even date with the within-written indenture, and hath also subscribed his name to the receipt for the consideration-money hereon indorsed, and hath agreed to ratify and confirm the same indenture in manner hereinafter mentioned. AND the said C. F., in consideration of the said E. C. having executed the said assignment within-recited, and of his ratifying and confirming the same, hath agreed to release the said J. C. of and from the covenants so entered into by him as aforesaid, in manner hereinafter expressed. NOW THEREFORE THESE PRESENTS WITNESS, that in consideration of the said agreement on the part of the said E. C., he the said E. C. hath ratified and confirmed, and by these presents doth ratify and confirm the said within-recited indenture of assignment so executed by him the said E. C. as aforesaid, and every article, clause, and thing therein contained. AND the said C. F., in consideration of the said agreement on his part to be performed, hath released and for ever discharged, and by these presents doth, &c., the said J. C., his executors, &c. of and from the within-mentioned covenant so entered into by him, the said J. C. as aforesaid, and of and from all action and actions, suit and suits, cause and causes of actions, and suit, claim, and demands whatsoever in respect thereof, or for compelling the performance thereof, or otherwise howsoever. IN WITNESS, &c.

Release of
Covenant.

Release of an Equity of Redemption by Indorsement to a Mortgagee.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, the within-named [mortgagor] send greeting.

WHEREAS, the within-named [mortgagor] hath agreed with the said [mortgagee] for the absolute purchase of the inheritance of the messuage or tenement within-mentioned to be released to him, for securing the sum of £. and interest. NOW THESE PRESENTS WITNESS, that in pursuance of the said agreement, and in consideration of the sum of £. so due and owing to the said [mortgagee] upon the within-written security

RELEASES, OR DISCHARGES.

(all interest due for the same having been paid up to the day of the date hereof, which he the said [mortgagor] doth hereby confess and acknowledge), and in satisfaction and discharge of the said sum of £. lent and paid to the said [mortgagor], and in consideration of the further sum of £. to the said [mortgagor] in hand paid by the said [mortgagee], at or before the execution of these presents, (making together the sum of £., and being the full consideration money agreed to be given by the said [mortgagee] for the purchase of the absolute estate of inheritance in fee simple in possession of and in the said messuage, &c., the receipt, &c.), he the said [mortgagor] hath granted and released, and by these presents doth, &c., unto the said [mortgagee], and his heirs, the proviso or agreement in the said indenture contained, and all the estate, right, title, and interest which he the said [mortgagor] now hath or may claim, either in law or in equity, of or in the said messuage, hereditaments, and premises comprised in the within-written indenture, and every or any of them, or any part thereof, to the intent that the said [mortgagee] may hereafter hold and enjoy the said messuages, &c., comprised in the within-written indenture, unto him the said [mortgagee], and his heirs, to his only use, freed from the proviso for redemption, as aforesaid. [Add covenants from mortgagor that he had done no act to incumber, and for further assurance]. IN WITNESS, &c.

*Release and Discharge from an Heir, to the Executor
of his Father's Will, on settling Accounts and delivering up Vouchers.*

Parties.

THIS INDENTURE, made the day of 1825, between A. B., of, &c., son and heir of C. D., late of, &c., deceased, of the one part; and G. H., surviving executor named in and appointed in by the last will and testament of the said C. D., deceased, of the other part.

Recital of settlement made on the marriage of C. D. and E. F.

WHEREAS, under and by virtue of certain indentures of lease and release, dated respectively on or about the and days of 18 and made between, &c., being the settlement made in contemplation of the marriage, which was afterwards duly had and solemnized between the said C. D., and E. F., mother of the said C. D., all and every the messuages, lands, tenements, and hereditaments therein particularly mentioned and described were conveyed, settled, and assured, and now stand settled, from and after the death of the said C. D. and E. F., chargeable as therein is mentioned, for the

purpose of raising portions and maintenance for the daughters and younger sons of the said C. D., by the said E. F., in manner therein mentioned, and subject thereto, TO THE USE OF the first and other sons of the said C. D., by the said E. F., successively in tail male; with divers limitations over. AND WHEREAS, the said E. F. departed this life in the life-time of the said C. D. Death of E. F.

AND WHEREAS, the said C. D., made and published his last will and testament in writing, bearing date on or about the day of and thereby gave and devised all his messuages, lands, tenements, and hereditaments, not comprised in his said marriage-settlement, and all his personal estate unto the said G. H., and A. B., (since deceased), their heirs, executors, and administrators, in trust, by sale, mortgage or otherwise, to raise and pay his debts, funeral expenses, and legacies, and further portions for his younger children, in manner therein mentioned and he bequeathed the following legacies, to wit, &c., and appointed the said G. H., and executors of his said will. AND WHEREAS, the said C. D. departed this life shortly after the date and execution of his said will, leaving issue by the said E. F., the said A. D., his eldest son and heir, and his younger son and his daughter, who were all infants at the death of their father, and no other issue. AND WHEREAS the said G. H., duly proved the said will, in the prerogative court of the archbishop of *Canterbury* on the day of and undertook the burthen of the execution thereby reposed in him, and possessed himself of the personal estates of the said C. D., and entered upon his said real estates, as well as those as were comprised in his said marriage-settlement as those that were not, and continued in possession as receiver of the rents and profits thereof, from the death of the said C. D., until the attainment of the said A. D. to the age of 21 years, and the said G. H. in that time paid and discharged the said testator's debts, and the legacies given by his will, and the maintenance-money payable to the younger brothers and sisters, from time to time, as the same became due, and also what was necessary for his maintenance and education. Recital of an account stated.

AND WHEREAS, the said G. H. hath, since the attainment of the said A. D. to the age of 21 years, come to an account with him, touching the several sums of money which he hath received from the said testator's real and personal estates, and upon the balance thereof there appears to be due to the said A. D. the sum of £. from him the said G. H., part whereof, to wit, the sum of £., he hath paid into the hands of the said A. D., and hath this day executed and delivered to him his bond for the sum of £.

RELEASES, OR DISCHARGES.

Witnessing
part.

being the residue thereof, with interest, after the rate of £ 1. per cent., which is in full of the balance due from him as aforesaid, and he hath delivered up unto the said A. D. all his receipts and vouchers relating to such accounts, and hath at the same time transferred unto the said A. D. the capital sums of £ 1. per cent. consolidated bank annuities, and £ 1. long annuity, heretofore standing in the name of the said C. D. deceased, as further part of the residue of his said personal estate. And the same respective capital and long annuity have been duly accepted by the said A. D., and are now respectively standing in his name in the proper books of the governor and company of the Bank of England. Now ~~this~~ ^{this} INDENTURE WITNESSETH, and the said A. D. doth hereby own and acknowledge that the said G. H. hath fully accounted with him for all the monies that he hath received or raised out of the real and personal estates, late of the said C. D. deceased, and that he hath paid and secured to him, the said A. D., what, upon the balance of accounts, appears to be in his hands relating thereto, and hath delivered up to the said C. D. all his receipts and vouchers relating to the said accounts, and that he hath transferred to him, the said A. D., the aforesaid capital sum of £ 1. 3 per cent. consolidated bank annuities and £ 1. long annuity, in manner aforesaid; and in consideration thereof respectively. he, the said A. D., hath *remised, released, exonerated, discharged, and for ever quit-claimed, and by these presents do remise, release, exonerate, discharge, and for ever quit-claim, unto the said G. H., his heirs, executors, and administrators, all and all manner of actions and suits, cause and causes of action, and suit-debts, dues, accounts, sum or sums of money, claims, and demand whatsoever, both at law and in equity, for, touching, or concerning the personal estate of the said C. D., deceased, or any part thereof, or, for, touching, or concerning any sum or sums of money received by him, the said G. H., thereout, or, for, touching, or concerning the rents and profits of the real estates, late of the said C. D., deceased, as well those that were comprised in his said marriage-settlement as the residue thereof, incurred or become due since the death of the said C. D., or any sum or sums of money received by the said G. H., on account thereof or otherwise, from or out of the said real estates, or for, touching, or concerning any other cause or thing whatsoever, relating to the matters aforesaid, or any of them, in any wise howsoever. And the said A. D., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said*

G. H., his heirs, executors, and administrators, by these presents, that he the said A. B., his heirs, executors, or administrators, or some or one of them, shall and will, from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said G. H., his heirs, executors, and administrators, and every of them, of, from, and against all costs, charges, damages, and expenses which he or they or any of them, shall or may pay, sustain, expend, or be in anywise put to, for or on account of the personal estate, late of the said C. D., deceased, or any part thereof, or the rents and profits of the real estates, since his death, or for or by reason of his accounting for, paying, or satisfying the balance remaining in his hands, unto the said C. D., or for or by reason of any cause or thing whatsoever, relating to the several matters aforesaid, or of any of them, or in any wise howsoever. IN WITNESS, &c.

Release from Debtors to a Creditor, in Consideration of 15s. in the Pound.

TO ALL TO WHOM THESE PRESENTS SHALL COME.

WE, the several persons, whose names are hereunder written, and seals hereto affixed, creditors of A. B., of, &c., send greeting.

WHEREAS, the said A. B., by reason of divers losses and misfortunes, is unable to pay and satisfy to us the whole of our respective demands; but proposed to pay to us his several creditors, the sum of 15s. in the pound, upon the amount of our respective debts, being the several sums set opposite to our respective names, which we do hereby declare to be the full amount of our respective demands against him, the said A. B., his estate and effects; and we the said several creditors, have consented to accept such composition, or sum of 15s. in the pound, in full discharge of our respective demands, and to execute such release as is hereinafter mentioned and contained. AND WHEREAS, we the said several persons, whose names are hereunder written, and seals hereto affixed, have respectively received the several sums of money set opposite to our respective signatures hereto, being 15s. in the pound, upon the amount of our respective debts, also set opposite our respective signatures hereunder written. Now therefore know all men by these presents, that we, the several persons whose names are hereunder written, and seals hereto affixed, creditors of the said A. B., for and in consideration of the several sums of money, set opposite our respective names hereunder written, being the sum of 15s. in the pound, upon the amount of our respective debts, also set opposite

Recital.

Operative part.

RELEASES, OR' DISCHARGES.

our respective names; the receipt of which said sums of money, we do, as far as regards ourselves and each of us, hereby respectively acknowledge, have, and each and every of us hath remised, released, and for ever quit-claimed and discharged, and by these presents do, and each and every of us doth fully and absolutely remise, release, and for ever quit-claim and discharge the said A. B., his heirs, executors, and administrators, and their, and each and every of their lands, tenements, goods and chattels, of, from, and against all debts, claims and demands whatsoever, which as against him the said A. B., we ever had or could claim or demand; and also of and from all and singular covenants, conditions, and agreements, and also all actions and suits, and causes of action or suit, which we now have or ever had against the said parties, or any of them, in respect of our said debts, or in respect of any indenture, or otherwise howsoever. And we, the said several parties hereto, do hereby for ourselves, severally and not jointly, and for our respective heirs, executors, or administrators, covenant and agree, to and with the said A. B., his heirs, executors, and administrators, that we, and our respective heirs, executors, or administrators, shall and will, at any time hereafter, at the request, and at the costs and charges in all things of the said A. B., his heirs, executors, or administrators, make, do, and execute any such further and other lawful and reasonable acts, deeds, or assurances in the law, for the further and better, more perfectly, and absolutely releasing, exonerating, and discharging the said A. B. his executors or administrators, from all claims and demands, in respect of our said debts and demands, as by the counsel in the law, of the said A. B., his executors, administrators, and assigns, shall be advised and required. In witness &c.

Debt.	Signature.	Seal.	Composition.
1000 <i>l</i> .	John Brown.	L. S.	750 <i>l</i> .

Of a Bond; it being lost or mislaid.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,
A. B., of send greeting.

WHEREAS, R. L., S. L., and J. W., by their bond or obligation, bearing date, &c., [*recite the bond*], as by the said bond or obligation, and condition, may appear. AND WHEREAS, the sum of l. mentioned in the said bond, with all the interest for the same, is paid and satisfied unto me, the said A. B., in full discharge for the said bond or obligation. AND WHEREAS, the said bond or obligation, is lost, or at present mislaid, so that it cannot be found, to be delivered up to the said R. L., S. L., and J. W., to be cancelled; NOW KNOW ALL MEN BY THESE PRESENTS, that I, the said A. B., for the consideration aforesaid, have remised, released, and quit-claimed, and by these presents do, for me, my executors, and administrators, remise, release, and for ever quit-claim, unto the said R. L., S. L., and J. W., and every of them, their and every of their heirs, executors, and administrators, as well the said recited bond or obligation, as all such sums of money as therein mentioned to be due and payable unto me, the said A. B., my executors, administrators, or assigns: and also all actions, suits, cause and causes of actions, accounts, debts, reckonings, sums of money, judgments, executions, and demands whatsoever, which I, the said A. B., ever had, now have, or that I, my executors, administrators, or assigns, or any of us, can or may have, for or against the said R. L., S. L., and J. W., or any of them, their, or any of their executors, administrators, or assigns, for or by reason of the said recited bond or obligation, or any other matter, cause, or thing whatsoever, concerning the same, from the beginning of the world to the day of the date hereof. IN WITNESS, &c.

REVOCATIONS.

REVOCATION (*revocatio*), signifies, the calling back of a thing granted, or a destroying, or making void, some deed or instrument that had existence until the act of revocation made it void. 2 Litt. Abr. 485.

Deeds, or other instruments, under seal, must be revoked by others of the same solemnity, viz. by deeds under seal, and by the person giving of reserving the powers contained for such purpose. Deeds of revoca-

REVOCATIONS.

tion of uses are founded in a previous power, reserved at the raising of the uses to revoke such as were then declared; and to appoint others in their stead, which is incident to the power of revocation.

Deed of Revocation of old Uses, and Appointment of new ones.

TO ALL TO WHOM THIS PRESENTS shall come,
F. C., wife of R. C., of _____ esq., (heretofore
F. S., spinster), and T. D. and O. C., of, &c.,
send greeting.

Recites
marriage
settlement
and the li-
mitations
therein con-
tained.

* WHEREAS, by indentures of lease and release and assignment, bearing date respectively the _____ and _____ days of _____ the said indentures of release and assignment being tripartite, and made or expressed to be made between the said F. C., (then F. S., spinster), of the first part; the said R. C., of the second part; and the said T. D. and O. C., of the third part; (being the settlement made previous to the marriage then intended, and which soon afterwards took effect between the said R. C. and F. C.), reciting, as in the said indenture of release and assignment is recited, in consideration of the said then intended marriage, and for other the considerations therein expressed, the said F. C., (then F. S., spinster), with the consent and approbation of the said R. C., did grant and release unto the said T. D. and O. C., and their heirs, all that messuage or tenement, lands and hereditaments, &c., To HAVE the same, with the appurtenances thereunto belonging, unto the said T. D. and O. C., their heirs and assigns, to the uses, for the intents and purposes, and under and subject to the powers, provisos, declarations, and agreements hereinafter limited, declared, and contained, and hereinafter mentioned AND it was thereby declared and agreed, that the said premises were so thereby granted and released to the said T. D. and O. C., their heirs and assigns, as aforesaid, to the uses, upon the trusts, for the intents and purposes, and under and subject to the powers, provisos, declarations, and agreements hereinafter mentioned of and concerning the same; (that is to say), to the use of the said F. C., then F. S., until the said intended marriage should be had and solemnized, and upon and after the solemnization thereof to the use of the said T. D. and O. C., their heirs and assigns, during the term of the joint lives of the said R. C. and F. C., (then F. S.), upon trust, that they, the said trustees, and the survivors of

them, their heirs and assigns, should, from time to time, during the joint lives of the said R. C. and F. C., pay the rents, issues, and profits of the said premises, to and for the sole and separate use and benefit of the said F. C., (then F. S.), during the joint lives of her and the said R. C., in manner therein mentioned. AND from and after the decease of either of them, the said R. C. and F. C., (which ever should first die), then to the use of the survivor of them, the said R. C. and F. C., and his or her assigns, during his or her joint lives, without impeachment of waste, with such power of leasing and other powers as are therein mentioned. AND from and after the determination of that estate by forfeiture or otherwise, in the life-time of such survivor of them, the said R. C. and F. C., then to the use of the said T. D. and O. C., and their heirs. IN TRUST, by the ways ^{Trust} and means therein mentioned, to preserve the contingent uses therein mentioned from being defeated or destroyed; and from and after the decease of the survivor of them, the said R. C. and F. C., then to the use of all and every the child and children of the said F. C., by the said R. C., as tenants in common, in tail general, with cross remainders between them, in case of the death of any of them, without issue of his, her, or their body or bodies lawfully begotten, and for default of such issues, to the use of the right heirs of the survivor of them, the said R. C. and F. C., for ever. AND for the consideration aforesaid, and for other the considerations therein mentioned, the said F. C., (then F. S.), with the consent and approbation of the said R. C., testified as therein mentioned, did thereby assign to the said O. C., his executors, administrators, and assigns, ALL those the titles, tenements, and hereditaments comprised in a certain indenture therein named, bearing date, &c., To hold the same to the said O. C., his executors, administrators, and assigns, from thenceforth for a term of years therein then to come and unexpired, upon the trusts, and for the intents and purposes therein after declared, (and hereinafter mentioned concerning the same). AND for the considerations aforesaid, and other the considerations therein mentioned, the said F. C., (then F. S.), with the consent and approbation of the said R. C., testified as therein mentioned, did assign to the said T. D. and O. C., their executors, administrators, and assigns, all that the sum of £., secured by a bond therein mentioned, from A. B., therein named, to the said F. C., and the interest due and to become due thereon. And all the household goods, furniture, and other things mentioned in the schedule thereunder written or thereunto annexed,

REVOCATIONS.

TO HOLD the same unto the said T. D. and O. C., their executors, administrators, and assigns, upon the trusts, and for the intents and purposes thereafter declared, and hereinafter mentioned of and concerning the same. AND it was thereby declared and agreed, that the said O. C., his executors, administrators, and assigns, should stand possessed of and interested in the said tithes and other the leasehold premises thereby assigned for the residue of the said term of years therein mentioned. AND that the said T. D. and O. C., their executors, administrators, and assigns, should stand possessed of and interested in the said sum of £., secured by the said bond of the said A. B., and the interest thereof, upon the trusts, and for the intents and purposes thereafter declared and hereinafter mentioned; (that is to say), upon trust, from time to time, during the joint lives of the said R. C. and F. C., to pay to the said F. C., or her assigns, the rents, issues, and profits of the said leasehold premises, and also the interest of the said sum of £., secured by the said bond of the said A. B., to and for her sole and separate use and benefit, in manner therein mentioned. AND from and after the decease of either of them, the said R. C. and F. C., (whichever of them should first die), upon trust, from time to time, to pay to, or authorize and empower the survivors of them, the said R. C. and F. C., and his and her assigns, to receive and take the said rents, issues and profits, and also the said interest, during the term of his or natural life, and for his or her own use and benefit. AND from and after the decease of the survivor of them, the said R. C. and F. C., upon trust, to assign the said leasehold premises for the residue of the said term of years which should be therein then to come; and also to pay the said sum of £. between and among all and every the child and children of the said F. C., by the said R. C., in such shares and proportions, and to be assigned and made over between and amongst them, at such age or ages, days and times, and with such benefit of survivorship, and such yearly sums for maintenance, as therein mentioned. AND it was thereby declared and agreed, that the said R. D. and O. C., their executors, administrators, and assigns, should stand possessed of the said household goods and furniture, and other things mentioned in the said schedule, in trust, for the separate disposal of the said F. C., (then F. S.), in such manner as she should, by any note or writing under her hand, notwithstanding her coverture, order, direct, or appoint, and for want of such order, direction, or appointment, upon trust, to permit the said household goods, furniture, and other things,

to be possessed and enjoyed by the said F. C., for her sole and separate use and benefit, during the joint lives of her and the said R. C., and from and after the decease of either of them, the said R. C. and F. C., then in trust, for the survivor of them, and his or her executors, administrators, or assigns. Power of revocation therein contained. AND in which said indenture of release or assignment, now in recital, is contained a power or proviso whereby it was declared and agreed by and between the said parties thereto, that it should and might be lawful to and for the said F. S. (now F. C.), at any time or times after the solemnization of the said intended marriage, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered in the presence of, and attested by two or more credible witnesses, (notwithstanding being under coverture, and as if she were sole and unmarried), with the consent and approbation of the said T. D. and O. C., or the survivor of them, or the executors, administrators, or assigns of such survivor, signified in writing for that purpose, to revoke, determine, and make void all and every or any of the uses, estates, trusts, powers, provisos, declarations, and agreements thereinbefore limited, expressed, declared, and contained of and concerning the said freehold and leasehold premises thereinbefore released and assigned, or any of them; and also of and concerning the said sum of £, household goods, furniture, and other things thereinbefore mentioned, or any part thereof respectively. AND by the same, or any other deed or deeds, instrument or instruments in writing, to be sealed and delivered by her, and attested as aforesaid, and with such consent, and testified as thereinbefore mentioned, to limit, direct, or appoint the said several premises whereof the uses or trust should be revoked, or any of them, and also the said sum of £ and the interest thereof, household furniture, goods, and other things, or any part thereof respectively, to, for, and upon such new or other use or uses, trust or trusts, and in such manner as she the said F. S. should think fit; which new and other use and uses, trust and trusts, should have their full force and operation, and should take effect, whether the said power or proviso should be therein recited or referred to or not. Intention to revoke the old and appoint new uses. AND WHEREAS, the said F. C. is desirous, and hath agreed, with the consent and approbation of the said T. D. and O. C., signified as hereinafter is mentioned, to revoke, determine, and make void, all and every the uses, estates, interests, limitations, and trusts, in and by the said recited indenture of release and assignment limited, expressed, declared, and contained, to and for the benefit

of the said R. C., his heirs, executors, administrators, or assigns, in the event of his, the said R. C., surviving her the said F. C., whether there shall be any child or children, or issue of the body of her the said F. C., by the said R. C., or not, and to limit, direct, or appoint the said several freehold and leasehold premises, sum of money, household goods, furniture, and other things hereinbefore and in the said indenture of release and assignment mentioned, from and after the decease of her the said F. C., in case the said R. C. shall survive her, (but subject to the limitations and trusts in and by the said recited indenture of release and assignment mentioned, to or for the benefit of any child or children, or issue of the body of her the said F. C., by the said R. C., and without prejudice thereto), to the uses, upon the trusts, and in manner hereinafter mentioned or declared, of and concerning the same. NOW KNOW YE, that for effectuating the intents and purposes aforesaid, and in pursuance and part performance of the aforesaid agreement in this behalf, and by force and virtue of the power or authority to the said F. C. given, limited, or reserved, by the said recited indenture of release and assignment as aforesaid, and of all and every other power and powers, authority and authorities to her belonging, in her vested, or in any wise enabling her in this behalf, and in exercise and execution thereof, she the said F. C., by this deed or instrument in writing, sealed and delivered by her in the presence of, and attested by two credible persons whose names are intended to be hereon indorsed as witnesses to the execution of these presents, by her the said F. C., doth, (with the consent and approbation of the said T. D. and O. C., signified in writing for that purpose, and testified by this deed or instrument in writing, under their respective hands and seals), revoke, determine, and make void all and every of the uses, estates, trust, powers, provisos, declarations, and agreements, in and by the said recited indenture of release and assignment limited, expressed, declared, and contained, of and concerning the said freehold and leasehold premises, sum of money, and the interest thereof, household goods and furniture, and things therein and herein before mentioned, to or for the benefit of the said R. C., his heirs, executors, administrators, or assigns, to take effect from and after the decease of the said F. C., in case the said R. C. shall survive her, whether there shall be any child or children, or issue of the body of her the said F. C. by the said R. C. or not. AND KNOW YE ALSO, that for the further effectuating the intent and purpose aforesaid, and in pursuance and further performance of the aforesaid agreement in this

Revocation
of the old
uses.

behalf, and by force and virtue of the power and authority to the said F. C. given, limited, or reserved, by the said indenture of release and assignment, as aforesaid, and of all and every other power and powers, authority and authorities to her belonging, in her vested, or in any wise enabling her in this behalf, and in exercise and execution thereof, she the said F. C., by this deed or instrument in writing, sealed and delivered by her, and attested as hereinbefore is mentioned, *DONN*, (with such consent and approbation, signified and attested as hereinbefore is mentioned), limit, direct, and appoint the said several premises, sum of money and the interest thereof, household goods, furniture, and other things hereinbefore and in the said recited indenture of release and assignment mentioned, from and after the decease of her the said F. C., in case the said R. C. shall survive her, (but subject to the limitations and trusts in and by the said indenture of release and assignment mentioned to or for the benefit of any of the child or children of the body of the said F. C. by the said R. C., and without prejudice thereto), to the use of such person or persons, upon such trusts, and for such intents and purposes, and with and under such powers, provisos, conditions, and limitations, as she the said F. C., by her last will and testament in writing, or any writing purporting to be, or being in the nature of her last will and testament, to be signed and published by her, in the presence of and attested by three or more credible witnesses, shall, notwithstanding her coverture, and as if she were sole and unmarried, direct, limit, or appoint; and in default of such limitation, direction, or appointment, and as to so much and such part and parts thereof, whereof no such limitation, direction, or appointment shall be made, *TO THE USE* of, or in trust for, the heirs, executors, and administrators of her the said F. C. *IN WITNESS* whereof, she the said F. C., and also the said T. D. and O. C., have hereunto set their hands and seals, this day of in the year of the reign of our sovereign lord George the third, by the grace of God of *Great Britain, and Ireland* king, defender of the faith, and so forth, and in the year of our Lord .

Appoint-
ment of
new uses.

Revocation by Indorsement.

KNOW ALL MEN BY THESE PRESENTS, that we A. B. and C. D., parties to the within-written indenture, (by virtue and in pursuance of the powers to us reserved or limited therein or thereby, and of all other powers and authorities which we or either of us have

SEPARATIONS.

or hath, or in us vested in that behalf), have revoked and made void, and by these presents do revoke and make void, ALL and every the estates, uses, trusts, limitations, provisos, and agreements in the within-written indenture expressed or contained, other than and subject to our own estates for our lives respectively, so far only as the same relates to and concerns ALL that messuage, &c. AND we do hereby further limit and declare that the same shall be and remain, and the common recovery within mentioned, so far as relates to and concerns the said premises, shall be and enure, from and immediately after our several deceases, to and for such uses, trusts, intents, and purposes, as are or shall be declared or expressed of and concerning the same, in a certain indenture, &c. IN WITNESS, &c.

SEPARATIONS.

SEPARATION (*separatio*) is the living asunder of man and wife. The husband is obliged to maintain his wife in necessaries, yet they must be according to his degree and his estate, to charge him: and necessaries may be suitable to a husband's degree of quality, but not to his estate; also they may be necessaries, but not *ex necessitate*, to charge the husband.—1 Mod. 129.

Where there is a separation by consent, and the wife hath a separate allowance, those who trust her, *knowing of such separation and maintenance*, do it upon their own credit.—1 Salk. 116.

Deed of Separation between a Man and his Wife, where the Husband allows the Wife an Annuity, and confirms her Settlement before Marriage.

THIS INDENTURE, made, &c., between A. B., of the one part; and D. E., of, &c., and C., wife of the said A. B., of the other part.

Recites agreement to live separate, and proposal made thereon. WHEREAS, &c., [*recital of the settlement before marriage*]. AND WHEREAS, some unhappy differences have lately arisen between the said A. B. and C. his wife, and they have mutually agreed to live separate and apart from each other, and previous to such separation he the said A. B. hath consented thereto, and also proposed and agreed that he out of his own proper monies would allow and pay the said C. his wife, during the term of her natural life, for her better support and maintenance, (over and above the provision made and set-

ted upon her the said C., for her separate use by the above-recited indenture of settlement), the annuity or yearly sum of £., clear of all taxes, charges, and deductions whatsoever, payable to her in such manner as hereinafter is mentioned, (subject nevertheless to the proviso hereinafter contained respecting the payment of the said annuity). AND ALSO, that in case the said C. his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of £., towards her funeral charges.

AND that the said A. B. would ratify and confirm the hereinbefore-recited settlement in such manner as hereinafter is mentioned. NOW THIS INDENTURE WITNESSETH, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby for himself, his executors, and administrators, and for every of them, covenant, promise, and agree to and with the said D. E., his executors, administrators, and assigns, in manner and form following; (that is to say), that it shall and may be lawful to and for the said C. his wife, and that he the said A. B. shall and will permit and suffer her the said C., from time to time, and at all times from henceforth, during her natural life, to live separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business as she the said C., from time to time, at her will and pleasure (notwithstanding her present coverture, and as if she was a *feme sole* and unmarried) shall think fit. AND that the said A. B. shall not nor will at any time or times hereafter sue her the said C. in the ecclesiastical court, or any other court, for living separate and apart from him, or compel her to cohabit with him, or to sue, molest, disturb, or trouble her for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harbouring, or entertaining her, nor shall or will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be, or send or cause to be sent any letter or message to her, nor shall or will at any time hereafter claim or demand any of the monies, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which the said C. now hath in her custody, power, or possession, or which she shall or may hereafter buy and purchase, or which shall be devised or given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same, as if she were a *feme sole* and unmarried. AND FURTHER, that the said A. B., his

Husband covenants with trustee that his wife shall live apart from him and exercise any business she shall think fit.

Covenant from hus-

band for
payment of
an annuity
to his wife
for life.

executors or administrators, or some or one of them, shall and will well and truly pay unto the said C. his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of £., of lawful, &c., free and clear of all charges, taxes, and deductions whatsoever; the said annuity or yearly sum of £., to be paid and payable to her the said C., and her assigns, during her natural life, at or upon the four most usual feasts or days of payment in the year; (that is to say), on, &c., or within ten days next after each of the said quarterly days of payment in four equal proportions; the first quarterly payment thereof to begin and be made on the day of next, or within days then next following, in consideration of which said £., per annum, so hereby made payable to her the said C. in manner as aforesaid, and of the provision so made for her by the said indenture of settlement in manner aforesaid, she the said C. D., doth hereby agree to accept and take in full satisfaction for her support and maintenance, and all alimony whatsoever, during her coverture. PROVIDED ALWAYS, and it is hereby expressly agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of these presents is and are, that in case he the said A. B., his executors or administrators, shall at any time hereafter be obliged to, and shall actually pay any debt or debts which she the said C., his wife, shall at any time hereafter, during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain, and reimburse to him and themselves out of the said annuity or yearly sum of £. so hereby made payable to her the said C. as aforesaid, ALL and every such sum and sums of money as he and they shall be obliged to, and shall so actually pay for or on account of any such debt or debts to be by her the said C., at any time hereafter so contracted as aforesaid, together with all costs, charges, and damages which he or they shall or may pay or sustain on account thereof, any thing herein contained, &c. AND LASTLY, the said A. B., (in pursuance and further performance of the said agreement, and for divers other good and valuable causes and considerations him thereunto moving), hath ratified and confirmed, and by these presents doth ratify and confirm, as well the said hereinbefore recited indenture of assignment and settlement made of the said personal estate of the said C. his wife, and of the said sum of £. by the said A. B., and C. his wife,

Power for
husband to
deduct out
of the an-
nuity any
money he
may pay on
his wife's
account.

Husband
confirms the
settlement
made on his
marriage to
his wife.

so thereby respectively assigned to them the said E. E. and G. H. as aforesaid, and also all and every the several trusts, uses, declarations, conditions, and agreements in the same indenture mentioned, limited, expressed, and declared of and concerning the same respectively (1). IN WITNESS, &c.

(1) In these cases a bond for performance of covenants is usually given from the husband to the trustees.

Where the Husband gives to the Wife all the Estate he was entitled to by the Marriage.

ARTICLES OF AGREEMENT, &c., between D. E., of the one part; and C. C., (for and on the behalf of F. E., wife of the said D. E.), of the other part.

WHEREAS, the said D. E., by virtue of his marriage with the said F., and of several deeds and settlements made by her and others for and on her behalf, is seised of or entitled to divers manors, messuages, lands, tenements, and hereditaments, of a very considerable value, and likewise possessed of some jewels, plate, furniture, and other goods and chattels, which before their intermarriage belonged to and were the estate and property of the said F. AND WHEREAS the said D. E. and F., have by mutual consent agreed to live separate and apart, and to the intent that the said F., may maintain and support herself in a manner suitable to her rank and quality, he the said D. E. hath agreed to convey, surrender, and yield up all the estates and effects, both real and personal, which he is now, or at any time or times hereafter shall be seised or possessed of, or in anywise entitled to in right of the said F., or by, from, or under her, to be held and enjoyed by her from henceforth to her sole and separate use, and to be at all times fully and absolutely at her disposal, as if she were sole and unmarried, without being subject to his debts, incumbrances, or control, or to any claim or demand by, from, or under the said D. E. on any account whatsoever. Now for the more effectually carrying the said agreement into execution, he the said D. E. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said C. C., his heirs, executors, and administrators, in manner following; (that is to say), that he the said D. E. and his heirs, shall and will from time to time, and at all times hereafter, at and upon the request, costs, and charges in the law of the said C. C., his heirs, executors, or administrators, well and sufficiently grant, convey, and

Recital that the husband is seised of several estates by virtue of certain settlements.

Husband and wife agree to separate;

and the husband to give up such estates as he holds in her right, to the wife,

and therefore covenants to convey them to her trustee,

with all
jewels, &c.

and that the
wife and her
heirs, &c.,
shall peace-
ably enjoy,
&c.

Power for
wife to dis-
pose of her
separate
estate.

assure unto the said C. C., his heirs, executors, administrators, and assigns, and permit him and them to take and receive the rents, issues, and profits of all the said manors, messuages, lands, tenements, and hereditaments, and all the right, title, and interest, which he the said D. E. hath in possession, reversion, or expectancy, of, in, and to the same, and all rent and arrears of rent, and other profits and advantages whatsoever, which are now due and owing, or accrued to the said D. E., or which may at all or any times hereafter arise or become due to him out of or for the same or any part thereof, from any person or persons whatsoever. AND ALSO, that he the said D. E., his executors, or administrators, shall and will bargain, sell, assign, transfer, and deliver to the said C. C., his executors, administrators, and assigns, all jewels, plate, household goods, furniture, and all other goods and chattels whatsoever, now remaining in the possession of the said D. A., or any other person or persons in trust for him or for his benefit, which he became seised or possessed of; or entitled to by his intermarriage with the said F. or otherwise, by, from, or under her, or which were at any time her property or estate; and all the estate, right, title, interest, property, claim, and demand of him the said D. E., in and to the same or any part thereof, free and clear from the debts, incumbrances, and engagements of the said D. E. AND FURTHER, that it shall and may be lawful to and for the said F., her heirs, executors, administrators, and assigns, from time to time, and at all times hereafter, to have, hold, and enjoy to and for their own sole and separate use, all and singular the said manors, messuages, lands, tenements, and hereditaments, and all rents and arrears of rent, and other profits and advantages now due or accrued to him the said D. E., or which shall hereafter grow due or accrue for or in respect of the same, from any person or persons whomsoever. AND ALSO all and every the said jewels plate, furniture, goods, and chattels. AND MOREOVER, that it shall and may be lawful to and for the said F., notwithstanding her coverture, and she is hereby authorized and empowered from time to time, and at all times, freely and absolutely to dispose of all or any of the premises at her will and pleasure, either in her lifetime, or by any writing purporting to be her last will and testament, without the control, or any let, molestation, or denial, from or by him the said D. E., or any other person or persons claiming or to claim, by, from, or under him, and as fully and amply as if she were sole and unmarried. AND that he the said D. E., his executors and administrators, shall and will permit and suffer the

probate of such will by the executor or executors thereof. AND in consideration of the premises, the said C. C., for and on the behalf of the said F., doth covenant and promise to and with the said D. E., his heirs, executors, administrators, and assigns, that she the said F. shall and will at any time when thereunto requested by the said D. E., and his heirs, assign, release, surrender, and give up all right and title which she the said F. hath, or may have to any jointure, dower, or thirds, into or out of the estate, real or personal, of the said D. E., or any part thereof. AND likewise that she the said F., her heirs, executors, and administrators, shall and will indemnify and save harmless the said D. E., his heirs, executors, and administrators, from all debts, charges, and incumbrances contracted or to be contracted by her the said F., at any time, or upon any account whatsoever. AND LASTLY, the said several parties hereunto do mutually promise and agree to and with each other to sign, seal, and execute all such other deeds and conveyances, for the better confirming and executing the several articles aforesaid, according to the true intent and meaning thereof, as by their or any of their counsel shall be advised or devised and required, and at such time or times as either of the said parties shall tender and require the same to be signed and executed. IN WITNESS, &c.

Covenant
by trustee
that the
wife shall
release her
jointure, &c.

and indem-
nify the
husband
from her
debts.

Mutual
agreement
to execute
other neces-
sary deeds

Separation between Husband and Wife, where a Rent Charge is secured to the Wife, and her Jointure made an Indemnification to the Husband against Debts, &c.

THIS INDENTURE, tripartite, made, &c., between R. H., of the first part; D. E. his wife, of the second part; G. J., of, &c., of the third part; and W. R., of, &c., of the fourth part.

WHEREAS, the said R. H. and D. his wife, have mutually agreed to live separate and apart from each other, and the said H. hath agreed to allow and pay unto the said D., or unto the said G. J., in trust for her, for her maintenance and support, the yearly sum of £100 of lawful, &c., clear of all deductions, payable as herein-after is mentioned; and the said R. H. hath also agreed that he will not intermeddle with, or take from the said D., any of the jewels which she is entitled to by virtue of or under her marriage settlement, nor any wearing apparel which she is now possessed of, nor any money, goods, chattels, and effects, which she is possessed of, during her separation from the said R. H., but that she shall and may, without his control, use the same and dispose

Recites
agreement
for, separa-
tion.

Covenant
from hus-
band to per-
mit wife to
live sepa-
rate ;

thereof in such manner as hereinafter mentioned. Now THIS INDENTURE WITNESSETH, that the said R. H., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said G. J., his executors and administrators, in manner following; (that is to say), that it shall and may be lawful to and for the said D., and that the said R. H. shall and will from henceforth permit and suffer the said D., from time to time, and at all times during her and the said R. H.'s joint lives, to live separate and apart from the said R. H., and to go, reside, and be at or in such place or places, family and families, and with such relations and friends as she the said D. shall, from time to time, notwithstanding her coverture, and as if she were a *feme sole*, think fit. AND that he, the said R. H., shall not nor will, at any time or times hereafter, sue or molest, or cause to be sued or molested, any person or persons whatsoever for receiving, harbouring, or entertaining the said D. his wife, nor shall nor will, at any time or times hereafter, during their separation, claim or demand any of the jewels which she the said D. is entitled to, by virtue of or under her marriage settlement, but that she may use and dispose thereof as she shall think proper. AND that he the said R. H. shall not nor will, at any time or times hereafter, during the separation of him and the said D. his wife, claim or demand any of the jewels and plate which she may purchase during such separation, or any of the money, clothes, linen, wearing apparel, or other goods and effects which she, during such separation, may become possessed of; but that she the said D., shall and may, from time to time, during such separation, peaceably and quietly use and enjoy the same, and shall and may, by her will or any writing of appointment in nature of her will, give, bequeath, and dispose thereof to L. D., her daughter, by the said R. H. AND that he, the said R. H., shall and will permit and suffer the will and testament in writing, or writing of appointment in nature of a will of her the said D., to be proved in the proper ecclesiastical court, without making or causing to be made, any opposition to the proving thereof: PROVIDED the same be made in favour of her said daughter, but not otherwise. AND FURTHER, that he the said R. H. shall and will, yearly and every year, pay and allow, or cause to be paid and allowed, unto the said G. J., his executors and administrators, during the joint lives of the said R. H., and D. his wife, upon the trusts hereinafter declared of and concerning the same, one annuity, or yearly sum of 7. of lawful, &c., free and clear of all charges and deductions what-

and will
permit her
to dispose
of her jew-
els by will
to her
daughter.

And further
to allow her
an annuity.

soever, by four even and equal payments, on the day of , day of , day of , and day of in every year, the first of the said payments to begin and be made on the day of next ensuing the date of these presents. AND for the more effectually securing the due payment of the said annuity, in manner aforesaid, and in consideration of the sum of 10s. of lawful, &c., unto the said R. H. in hand paid, by the said G. J., at or before the sealing and delivery of these presents, the receipt, &c., he the said R. H. hath granted, bargained, sold, and demised, and by these presents, doth grant, &c., unto the said G. J., his executors and administrators, all, &c., TO HAVE AND TO HOLD, all and singular the said manors, messuages, lands, tenements, hereditaments, and premises hereinbefore mentioned, and intended to be hereby granted, bargained, sold, and demised, with their appurtenances, unto the said G. J., his heirs, executors, administrators, or assigns, from the date hereof, for and during the term of 99 years thence next ensuing, and fully to be complete and ended without impeachment of waste, UPON THE TRUSTS NEVER-
Demise to trustee for 99 years, upon trust after mentioned.

THIFLLS, and for the intents and purposes, and under and subject to the provisos and agreements hereinafter expressed and declared; (that is to say), IN TRUST, to permit and suffer the said R. H., and his assigns, to receive and take the rents, issues, and profits of all and singular the premises hereby demised, until default shall happen to be made of or in payment of the said annuity or yearly sum of £., or some part thereof. AND in case the said annuity or yearly sum of £., shall be behind and unpaid, in part or in the whole, for the space of 30 days next after any of the said days or times on which the same ought to be paid as aforesaid, then, UPON TRUST, by and out of the rents, issues, and profits of the said hereditaments and premises, to raise the said annuity or yearly sum of £., or so much thereof as shall then be in arrear and unpaid, and pay, apply, and dispose of the same upon the trusts, and to and for the intents and purposes hereinafter expressed and declared of and concerning the same. AND ALSO to raise all such sums of money, costs, charges, and expenses as he the said G. J., his executors, administrators, or assigns, shall pay, expend, sustain, or be put unto in the execution of the said trusts, or in anywise relating thereto. AND IT IS HEREBY declared and agreed by and between the said parties to these presents, and the said G. J. doth hereby acknowledge and declare, that the said annuity or yearly sum of £., hereby secured to him, was and is now secured and limited to him upon
In trust to permit husband to receive the rents until default in payment of annuity; and in case of non-payment of annuity, trustees to raise same out of the rents of the premises demised.

Declaration from trustee that said annuity is for the wife's main-
 .

tenance and trust, and to the intent that the said G. J. his executors, separate administrators, and assigns, shall and do pay, apply, and from the husband. dispose of the same annuity or yearly sum of £. , or

Wife's order, appointment, &c., to be a good discharge for the same. Proviso on decease of either husband or wife term to cease. Power for husband to deduct out of the annuity any money he be obliged to pay on his wife's behalf.

such part thereof, as shall from time to time come to his and their hands, and be received to and for such person and persons, and to and for such ends, intents, and purposes as she the said D., notwithstanding her coverture, shall from time to time by any writing under her hand order, direct, or appoint the same or any part thereof; and for want of such order, direction, or appointment, into her own proper hands, to the intent that the same may be to and for her sole and separate support and maintenance, and may not be subject to the debt, power, disposition, control, or engagement of the said R. H. AND for which the receipt or receipts of the said D., or of such person or persons as she shall appoint to receive the same, shall be good and sufficient acquittances and discharges, either to the said R. H., or the said G. J., his executors or administrators. PROVIDED ALWAYS, and it is hereby declared and agreed by and between the said parties to these presents, that from and after the decease of either of them the said R. H., and D. his wife, the said term and estates hereby demised shall cease, determine, and be void. AND in consideration of the covenants and agreements in and by these presents entered into on the part of the said R. H., it is hereby further concluded, declared, and agreed by and between all the said parties to these presents, and the true intent and meaning of these presents is, that if the said R. H., shall at any time during the joint lives of himself and the said D., be sued and prosecuted by the said D., or by any other person or persons on her behalf, in order to compel him to pay and allow unto her while she and the said R. H., shall live separate and apart, any further or other sum or sums of money whatsoever, by way of alimony or otherwise, than is hereby provided for and secured to be paid to or for her separate maintenance, use, and benefit; or if the said R. H., shall be sued or prosecuted for or in respect of any debts, goods, wares, money, apparel, or other things contracted, bought, borrowed, taken up, or received by or on account, or in the name, or by the procurement of the said D., for or in respect of any contract, bargain, or other matter or thing whatsoever, had, made, done, or committed by the said D., or on her account, or in her name, or by her procurement, then and in any of the said cases it shall and may be lawful to and for the said R. H., his heirs, executors, and administrators, to retain and deduct to himself and themselves out of the next and every succeed-

ing payment of the said annuity or yearly sum of £., hereby before secured in manner aforesaid as far as the same will extend, all and every such sum and sums of money, costs, charges, damages, and expenses, as he the said R. H., his heirs, executors, and administrators, shall at any time hereafter be charged with, or be compellable or made liable to pay, and shall actually pay or sustain for or in respect of, or by reason of any and every such action, suit and prosecution as aforesaid, or for or on account of any debt or debts which she the said D. shall or may have contracted since the day of

last; being the day of separation of the said R. H. and D. his wife, and which from henceforth the said R. H., his heirs, executors, or administrators, shall or may be charged with or compellable to pay, expend, or be put unto, or which shall be occasioned to him or them, for or on account of the said D. his wife, or in respect of any other matter or thing as aforesaid, or for or on account of the maintenance or education of the said L. D., so long as she shall continue to live with, or be under the tuition or government of her the said D. her mother, or any costs or charges which the said R. H. shall or may sustain or pay in respect thereof. AND WHEREAS, the aforesaid manor, messuages, farms, lands, tenements, hereditaments, and premises upon and previous to the marriage of the said R. H. and D., were conveyed, settled, limited, and applied to the use of the said D. and her assigns, for her life, as and for and in nature of her jointure, to take effect from and immediately after the decease of him the said R. H., in case the said D. should survive the said R. H. her husband.

Recites that the premises charged with the annuity were settled on the wife for her jointure;

AND WHEREAS it hath been agreed between the said R. H. and D., that a fine should be levied of the aforesaid hereditaments, for the purpose of indemnifying the said R. H. against such debts and engagements as the said D. hath since the said day of last contracted or entered into, or may hereafter contract or enter into, and of and from all claims and demands which may be made upon the said R. H., his heirs, executors, and administrators, for or in respect of, or concerning, the said premises hereinbefore mentioned: AND THEREFORE THIS

and that a fine should be therefore levied.

COVENANT to INDENTURE FURTHER WITNESSETH, that for carrying the said agreement into execution, and for the consideration aforesaid, the said R. H., doth hereby for himself and for the said D. his wife, covenant, promise, and agree to and with the said W. R., his executors and administrators, that they the said R. H. and D., shall and will, at the proper costs and charges of him the said R. H., before the end of Michaelmas term next en-

levy such fine.

Declaration
of the uses.

suings the date of the said presents, acknowledge and levy in due form of law before the justices of his majesty's court of Common Pleas at *Westminster*, under the said W. R., a fine *sur concesserunt*, or such other fine as shall be thought proper in that behalf, of all the aforesaid manors, messuages, farms, lands, tenements, hereditaments, and premises hereinbefore mentioned, with the appurtenances, by such apt and convenient name and names, quantities or qualities, and other certainties and descriptions, and in such manner as shall be thought proper, and thereby grant all and every the said manors, &c. and premises, with their appurtenances, to the said W. R. for and during the term of 90 years, if the said D., surviving the said R. H., shall so long live, such term to commence and be computed from the death of the said R. H. AND it is hereby further agreed by and between the said parties to these presents, that the said fine so as aforesaid, or in any manner, or at any other time or times to be acknowledged and levied, and the force, effect, and operation thereof, shall be and enure to the intent and purpose that the said W. R., his executors, administrators, and assigns, shall stand and be possessed of all and every the aforesaid manors, &c., and premises, for and during the aforesaid term of 90 years determinable as aforesaid, upon the several trusts, and to and for the several intents and purposes hereinafter mentioned and expressed concerning the same; (that is to say), UPON TRUST and confidence, that if the said R. H., his heirs, executors, and administrators, shall at any time hereafter be sued or prosecuted by the said D his wife, or by any other person or persons in her behalf, in order to compel him to pay or allow unto her the said D., while the said R. H. and D. shall live separate and apart, any sum or sums of money whatsoever, by way of alimony or otherwise, (except as aforesaid), or if the said R. H., his heirs, executors, or administrators, shall at any time or times hereafter, be sued or prosecuted by any person or persons, in any action or actions, suit or suits, in law or equity, wherein they or any of them shall recover any judgment, against the decree or decrees of the said R. H., his heirs, executors, or administrators, or whereby he the said R. H., his heirs, executors, or administrators shall be put to any costs or expenses in defending the same, though no judgment or decree shall be obtained or recovered thereon against him the said R. H., his heirs, executors, or administrators, for or in respect of any goods, wares, commodities, monies, wearing apparel, ornaments for persons, equipages, horses,

liveries, or other things, bought since the day of last, or hereafter to be bought, taken up, borrowed, had, or received by or on account, or in the name of the said D., or by her procurement, or for or in respect of the expenses of housekeeping since the said day of

last past, or for or in respect of any contract, bargain, quarrel, or any other matter or thing whatsoever, already had, made, done, contracted, or committed, or to be hereafter had, made, done, contracted, or committed by the said D., either on her own account, or on any account whatsoever, then and in every or any such case the said W. R., his executors, administrators, and assigns, shall from time to time, and at all times when and as often as any such case shall happen, by, with, and out of the rents, issues, and profits of the said manors, &c., and premises hereinbefore mentioned, or by mortgage or sale of the said premises, or of any part thereof, for all or any part of the said term of 90 years, or by such other ways and means as he the said W. R., his executors, administrators, and assigns, shall think proper, levy, and raise for, and pay unto the heirs, executors, or administrators of the said R. H., all and every sum and sums of money, and all such costs, charges, damages, and expenses, as the said R. H., his heirs, executors, or administrators, shall at any time or times hereafter be charged with, or be compellable to pay or expend, or be put unto, or which shall be occasioned to him or them, or which he or they shall or may sustain or suffer for or in respect, on by reason or means of every and any such action or actions, suit and suits, prosecution and prosecutions as aforesaid, or for or by reason of any such debt or debts contracted since the said day of last, or which shall or may hereafter be contracted by the said D., or on her account, in her name, or by her procurement, or by reason or means, or on account of any such contract, bargain, quarrel, or any such matter, cause, or thing, or any other matter, cause, or thing, whatsoever, as hereinbefore is mentioned. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the said parties to these presents, that in the meantime, from and after the decease of the said R. H., and until any such action or actions, suit or suits, prosecution or prosecutions as hereinbefore is and are mentioned, shall be actually brought, commenced, instituted, or prosecuted for or in respect of some of the matters and things hereinbefore expressed, he the said W. R., his executors, administrators, and assigns, shall and will permit and suffer the said manors, lands, and hereditaments, to be held and

Proviso
that until
the husband
shall be ac-
tually pro-
secuted for
any such
debt, wife
to receive
the rents,
&c.

enjoyed, and the rents, issues, and profits thereof to be received and taken by the said D. and her assigns, any thing hereinbefore contained to the contrary notwithstanding. *In witness, &c.*

SETTLEMENT.

SETTLEMENT, in this place, is meant to signify a deed or instrument made previous to, and in contemplation of, a marriage; and the principal objects are the providing a jointure or provision for a wife, and for the maintenance and provision of the children and issue of the marriage, and for settling lands sometimes in such manner as the entail may not be cut off by the parents; and the best and most usual mode, as the late Mr. Watkins in his Principles of Conveyancing has observed, is to limit to the parent or parents for life with remainder, not to the heirs of his, her, or their body or bodies, but to the son or sons and the heirs of his, her, or their body or bodies, so that the son or sons, or children, shall take, as purchasers, as persons particularly and expressly designated, and not as the heir or heirs of the parent or parents. But if the settlement be made before the birth of such children, the remainders limited to them must necessarily be contingent ones till they come *in esse*, and consequently subject to destruction, or being defeated by the parents, and hence the utility of appointing trustees for preserving them, and that the most common mode of limiting these remainders to the issue is to the first and other sons, but this mode is sometimes objectionable, as it renders the eldest son independent of his parents: and it may therefore be advisable to limit the estate to such son of the marriage as the parents, or the survivor of them, shall by deed or will appoint, and to the heirs of his body, and in default of such appointment, to the first and other sons, &c., in the usual manner.—

It may be observed that in order to give the parents a control over the eldest son, it is better to give this discretionary authority to the parents jointly, and extend it to the survivor, and that such power, if given, should not be confined to an appointment in tail, but should enable the parents to appoint to their sons any estate they may think advisable, and save the expense of levying a fine, or recovery, by an appointment *in fee*—

Marriage Settlement of Freehold and Copyhold Estates, to strict Uses, and in which an Annuity is settled separately on the Wife, and a Jointure in bar of Dower.

THIS INDENTURE, of five parts, made, &c., between R. N., the elder, and E., his wife, (which said E. is the only surviving daughter of J. S., deceased, and only surviving sister and heir at law of J. S., deceased), and R. N., the younger, (the only child of the said R. N., the elder, by the said E., his wife), of the first part; J. W. and G., his wife, (late G. G., who was the widow, and is the sole executrix named in the last will and testament of G. G., deceased), and G. G., spinster, the only child of the said G. G. by the said G., now the wife of the said J. W., which said G. G., the daughter, is an infant under the age of 21 years, (that is to say), of the age of 20 years or thereabouts, of the second part; W. N. and W. D., of the third part; and T. M., of the fourth part; and S. S. and J. M., of the fifth part.

WHEREAS, the said G. G., deceased, in and by his last will and testament duly made and published in writing, bearing date the day of which was in the year of our Lord after giving divers pecuniary legacies to divers persons therein named, gave and bequeathed all the rest and residue of his estate and effects whatsoever unto the said T. M. and J. S., their executors, administrators, and assigns, to be placed out in their names, on government or other good securities, IN TRUST to pay out of the annual interest and produce thereof unto his the testator's wife, the said G. G. (now the wife of the said J. W.), the yearly sum of £. , to be paid to her, by quarterly payments during her natural life; and also to pay unto his sister, E. G., the yearly sum of £. , by quarterly payments, during her natural life; and after paying other sums of money since paid and satisfied, to allow and pay for the maintenance and education of his only daughter, the said G. G., the yearly sum of £. , until she should attain the age of 21 years or be married, which should first happen; and as to the remaining interest and produce of the said residue of his estate, he thereby directed that his said trustees should place out the same on government or other securities, from time to time, when the same should amount to a proper sum for that purpose, and become part of the residue of his estate; and as to all the residue of his said estate, he thereby directed that

Recital of G. G.'s will, leaving his wife sole executrix, and appointment of his daughter's fortune.

the same should be and remain in his said trustees, IN TRUST for his said daughter, G. G., until she should attain her age of 21 years, or be married with the consent of her mother, or of his said trustees, after the death of her mother; and as soon as she should attain such age, or be married with such consent, which should first happen, then he gave and bequeathed all the residue of his said estate (chargeable with the payment of the several annuities thereinbefore mentioned), unto his said daughter G. G., her executors, administrators, and assigns; but in case his said daughter should die before she attained such age, or be married as aforesaid, then upon the further trusts therein contained. AND the said testator did thereby nominate, constitute, and appoint his said wife, G. G., sole executrix of his said will, as in and by the said in part recited will, relation being thereto had, may at large appear.

That G. G. AND WHEREAS, the said G. G., now the wife of the proved said said J. W., hath proved the said will in common will. form, in the proper ecclesiastical court. AND WHEREAS, Recital of the personal estate being laid out in the funds in the name of T M the said J. S. declining to act in the trusts reposed in him by the said will of the said G. G., deceased, the said executrix, on the day of made up, and stated an account of the personal estate of the said G. G. with the said T. M., and transferred to him the several stocks and money in the funds, and delivered over to him a certain mortgage made for securing to the said G. G., as of his own proper money, l. and interest, and invested such other monies as were then come to the hands of the said executrix, and remaining after payment of the debts, legacies, and funeral expenses of the said testator, in the public funds, in the name of the said T. M., who has also since laid out divers other monies accruing from the estate, and the dividends and interest of the said stocks and monies in the public funds, in the name of the said T. M., who has also since laid out divers other monies accruing from the said estate, and the dividends and interest of the said stocks and monies in the public funds, in his own name. AND WHEREAS, the said R. N. the elder, and the said T. M. as his trustee, or one of them, are or is seised in his or their demesne as of fee, in the manor or lordship, farm, and demesne lands of and of the lands and hereditaments hereinafter mentioned, and which were lately purchased by the said R. N. the elder, of his grace the Duke of and is also seised in his demesne of and in the several other freehold messuages or tenements, farms, lands, and hereditaments hereinafter described and mentioned to be the estate and inheritance of him the said R. N. AND the same

Recites that R. N. is seised in fee of certain lands

R. N. is also seized of the copyhold hereditaments hereinafter covenanted to be surrendered, according to the custom of the manor of for the lives of the said R. N., and also of W. C. and B. C., son and daughter of J. C. of P., and the life of every of them longest living; which estate for lives is renewable from time to time on payment of a fine, in such manner as is mentioned and expressed in certain articles of agreement tripartite, indented, bearing date the day of which was in the year of our Lord and made or mentioned to be made between T. G. of of the first part; J. A. of of the second part; A. M. of the third part; and the said R. N. the elder, of the fourth part. AND WHEREAS, the said R. N. the elder, and E. That R. N. his wife, in right of the said E., as heir at law of the is seized of other hereditaments in right of his wife. J. S., her said late brother deceased, are seized in their demesne as of fee, of and in the several other freehold hereditaments hereinafter mentioned to be hereby granted and released. AND WHEREAS, a marriage is intended, by God's permission, to be shortly had and solemnized between the said R. N. the younger, and the said G. G. the daughter, with the consent and approbation of the said G. the wife of the said J. W. testified by her being a party to, and sealing and delivering these presents; AND upon the treaty for the said intended marriage it was agreed, that the several sums of L. Recital of intended marriage; and of the L. treaty thereupon. stock L. bank, &c. three per cent. consolidated bank annuities, part of the personal estate of the said G. G., should be transferred to the said J. S. and J. M., IN TRUST, for securing the payment of the said annuities so given and bequeathed by the will of the said G. G. as aforesaid, and subject thereunto, IN TRUST, for the said R. N., the younger, his executors, administrators, or assigns, in case the said intended marriage should take effect; and that the residue of the trust monies, funds, stocks, or securities for money aforesaid, and all other the personal estate which the said G. G. the daughter now is entitled to, or will become entitled to upon her marriage, shall go and belong to, and vest in the said R. N. the younger, by the rights of marriage, and shall be assigned, paid, and transferred, and vested in him, his executors, administrators, or assigns, at his or their requests, costs, and charges, at any time or times after the solemnization of the said intended marriage. AND that in consideration of the premises, the said several and respective freehold and copyhold hereditaments and premises shall be conveyed, surrendered, settled, and assured to and for the several uses, intents, and purposes, upon the several trusts, and with, under, and subject to the several powers, provisos, limitations,

Recites that
personal
estates had
been trans-
ferred.

Witnesseth
considera-

Granting.

Parcels.

declarations, and agreements hereinafter expressed and declared of and concerning the same respectively.

AND WHEREAS, in pursuance and part performance of the said agreement, the said several sums of £. bank stock, bills, &c., 3 per cent. consolidated bank annuities, have been transferred into the names of the said S. S. and J. M., at the special instance and request of the said J. W. and G. his wife, testified by their being parties to, and severally sealing and delivering of these presents; and the same are now standing in the names of the said S. S. and J. M., in the books kept for entering transfers of the same stock and annuities respectively, as by the said books may appear.

NOW THIS INDENTURE WITNESSETH, that for effectuating such part of the said agreement entered into upon the treaty for the said intended marriage as is incumbent for the said R. N. the elder, and E. his wife to perform, and in consideration of the said intended marriage, and of the portion or fortune which the said R. N. the younger will be entitled to with the said G. G. his intended wife, as hercinbefore is mentioned, and for making some provisions for the said G. G., by way of jointure, in case the said intended marriage should take effect, and she shall happen to survive the said R. N. the younger, and for settling and assuring the manor or lordship, messuages, farms, lands, tenements, and hereditaments, hereinafter mentioned to be hereby granted and released, To and for the several uses, intents, and purposes, upon the several trusts, and under and subject to the several powers, provisos, limitations, declarations, and agreements hereinafter limited, declared, and expressed of and concerning the same. AND ALSO for and in consideration of the sum of 10s. of lawful money, &c., by the said W. N. and W. D., to the said R. N. the elder, E. his wife, and J. M., in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, they the said R. N. the elder, and E. his wife, and also the said J. M., (at the request, and by the direction and appointment of the same R. N., testified by his being a party to, and sealing and delivering these presents), according to their respective estates and interests, HAVE, and every of them HATH granted, bargained, sold, released, and confirmed, and by these presents DO, and every of them BOTH grant, &c., unto the said W. N. and W. D., (in their actual possession, &c.) and to their heirs and assigns, ALL the manor, lordship, &c., and also, &c., and all other the freehold lands, tenements, and hereditaments whatsoever, of the said E., the wife of the said R. N. the elder, as heir at

law of the said J. S., or any person or persons in trust for her, is, or are seised of, or entitled unto, for any estate of inheritance, in possession, reversion, or remainder. AND all houses, out-houses, edifices, buildings, offices, barns, stables, backsides, courts, yards, gardens, orchards, mills, ways, waters, watercourses, watering places, pools, ponds, fishing-places, hedges, ditches, mounds, fences, wears, timber-trees, woods, under-woods, and the ground and soil of the same, moors, marshes, furzes, heaths, downs, wastes, pastures, feedings, common of pasture, turbary and other commons, courts, courts baron, courts leet, perquisites and profits of courts, rent of assize, quit-rents, and other rents, services, waifs, estrays, goods and chattels of felons and fugitives, felons of themselves, and persons put in exigent, mines, quarries, rights, royalties, franchises, privileges, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever to the said manor, advowson, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments, and premises hereinbefore respectively described and mentioned, belonging, or in anywise appertaining, or therewith respectively, or with any part or parts thereof respectively held, used, occupied, and enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or any part thereof: AND the remainder and remainders, yearly and other rents, issues, and profits of all and singular the said premises: AND all the estate, right, title, interest, use, trust, claim, and demand whatsoever, both at law and in equity, of them the said R. N. the elder, and E. his wife, and each of them, of, into, or out of the same premises, and every or any part or parcel thereof, TO HAVE AND TO HOLD the said manor, &c., and premises hereinbefore mentioned to be hereby granted and released as aforesaid, and every of them, and every part and parcel thereof, with their and every of their appurtenances, unto the said W. N. and W. D., their heirs and assigns, for ever; to and for the several uses, intents, and purposes, upon the several trusts, and with, under, and subject to the several powers, provisos, limitations, declarations, and agreements hereinafter declared and expressed of and concerning the same; (that is to say), TO THE USE of R. N., the elder and his heirs, until the said intended marriage shall be had and solemnized, and from and after the solemnization of the said intended marriage, THEN TO THE USE of the said J. M. and J. W., their executors, administrators, and assigns, for and during and unto the full end and term of 99 years. to commence and to be computed from the solemnization of the said

General words for a manor, &c.

Habendum.
to W. N.
and W. D.
in fee upon
following trusts.

To R. N.,
the elder
till marriage;
To trustees
for 99 years
sans waste,
upon several trusts;

intended marriage, and fully to be complete and ended, without impeachment of, or for any manner of waste, upon the several trusts, and to and for the several intents and purposes, and under and subject to the proviso hereinafter declared or expressed of and concerning the same; AND from and after the expiration or other sooner determination of the said term of 99 years, and in the mean time subject thereto and to the trusts thereof, To THE USE of the said R. N., the younger, and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste; AND from and immediately after the determination of that estate, by forfeiture or otherwise, To THE USE of the said W. N. and W. D., and their heirs, during the life of the same R. N., IN TRUST to preserve the contingent uses and estates hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless, to permit and suffer the said R. N., the younger, his heirs and assigns, to receive and take the rents, issues, and profits thereof, to and for his and their own use during his life; AND from and after the decease of the same R. N., THEN IN TRUST, and to the end, intent, and purpose that the said G. G., his intended wife and her assigns, if she shall survive the said R. N., her intended husband, shall and may immediately after his decease, out of all and singular the said manor, lordship, &c., and premises mentioned to be hereby granted and released, and every or any part thereof, have, receive, and take, for and during the term of her natural life, for her jointure, and in bar of all dower, thirds, free bench, and customary or widow's part and parts, which she the said G. G., might have or claim in or out of any of the real estates which the said R. H., the younger shall be seised of at any time or times during the said intended coverture, one annual rent or yearly sum of £. of lawful, &c., to be yearly issuing and payable out of the same premises as aforesaid, to be paid at or in the common dining-hall of the *Inner Temple, London*, by even and equal quarterly payments, on the four days hereinafter mentioned; (viz). the, &c. in every year, without any deduction, defalcation, or abatement out of the same, or any part thereof, for or in respect of any parliamentary taxes, or other taxes, rates, or charges whatsoever, assessed or to be assessed, or imposed on the same, or on the said premises out of which the same is to be issuing and payable as aforesaid, or any part thereof, or on the said G. G., or her assigns in respect thereof, the first payment thereof to begin and be made on such of the said days of payment as

To R. N.,
the younger
for life;

To trustees
to preserve
contingent
remainders;

Then in
trust for
G. G., to
receive an
annuity of
£. for
life in bar
of dower.

shall first and next happen after the decease of the said R. N., the younger. AND TO THIS FURTHER USE, intent, and purpose, that so often as the said yearly rent or sum of £., shall happen to be behind or unpaid, in part or in all, by the space of 21 days next after any one of the said days of payment whereon the same ought to be paid as aforesaid, that then and so often, and from time to time, it shall and may be lawful to and for the said G. G., and her assigns, into and upon the same premises, out of which the said rent or yearly sum of £., is to be issuing as aforesaid, and every of them, or any part thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away, and impound, and in pound to detain and keep, and otherwise to demean therein according to law, until the said rent or yearly sum of £. and every part thereof so in arrear and unpaid, and all costs and damages sustained by reason of the non-payment thereof, contrary to the true intent and meaning of these presents, shall be fully satisfied and paid. AND TO THIS FURTHER USE, intent, and purpose, that in case the said rent or yearly sum of £., or any part thereof, shall be behind or unpaid by the space of 40 days next after any of the said days of payment whereon the same ought to be paid as aforesaid, that then and in such case, although there shall not have been any legal demand thereof, it shall and may be lawful to and for her the said G. G., and her assigns, into the said premises charged and chargeable therewith, or into any part or parcel thereof in the name of the whole, to enter, and to receive and take the rents, issues, and profits thereof to her and their own proper use and uses, until thereby or therewith, or otherwise, the said G. G., or her assigns, shall be fully satisfied and paid all arrears of the said rent, and all payments which during such possession shall accrue or grow due, together with all costs, charges, damages, and expenses that he, she, or they shall be put unto or sustain by reason of the non-payment thereof, contrary to the true intent and meaning of these presents, and such possession when taken shall be without impeachment of waste. AND AS, TO, FOR, AND CONCERNING the said manor, &c., and premises mentioned to be hereby granted and released as aforesaid, with their appurtenances, from and after the decease of the said R. N., the younger, subject to, and charged and chargeable with the said annual rent or yearly sum of £., and to the powers and remedies hereby given and provided for the recovery thereof, To THE USE AND behoof of the said S. To trustees for 10 JO S. and J. M., their executors, administrators, and

Power of distress in case of non-payment by 21 days;

and entry, on non-payment by 40 days

years sans
waste, upon
trusts fol-
lowing ;

To first
and other
sons in tail
male.

assigns, for and during and unto the full end and term of 1000 years, from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste, upon the several trusts, and to and for the several intents and purposes, and under and subject to the proviso hereinafter declared or expressed of and concerning the same ; AND from and after the end and expiration or sooner determination of the said term of 1000 years, and in the mean time subject thereto, and to the trusts thereof, To THE USE of the first son of the body of the said R. N., the younger, on the body of the said G. G., his intended wife to be begotten, and of the heirs male of such first son lawfully issuing ; AND in default of such issue, To THE USE of the second son of the body of the said R. N., on the body of the said G. G., to be begotten, and of the heirs male of the body of such second son lawfully issuing ; AND in default of such issue, To THE USE OF THE 3, 4, 5, 6, 7, 8, 9, 10, and all and every the other son and sons of the body of the same R. N., on the body of the said G. G., his intended wife to be begotten severally, successively, and respectively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth and seniority of age, and of the several and respective heirs male of his and their body and bodies : AND for default of such issue, THEN AS TO, FOR, AND CONCERNING the said manor or lordship, farm and demesne lands of G. G., and other lands and hereditaments at

hereinbefore mentioned to have been lately purchased of his Grace the Duke of To THE USE of the right heirs of the said R. N., the younger : AND AS, TO, FOR, AND CONCERNING the residue of the said premises hereinbefore mentioned to be the proper estate and inheritance of the said R. N., the elder, To THE USE of the said R. N., the elder, his heirs and assigns, for ever ; AND AS, TO, FOR, AND CONCERNING such of the said premises as descended or came to the said E., wife of the said R. N., the elder, as heir at law of the said J. S., her late brother, To THE USE of the said E., the wife of the said R. N., the elder, and her heirs and assigns, for ever. AND AS, TO, FOR, AND CONCERNING the said term of 99 years hereinbefore limited in use to the said J. M. and J. W., their executors, administrators, or assigns, it is hereby declared that the same term is so limited to them, upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements hereinafter declared or expressed concerning the same ; (that is to say), UPON TRUST,

Trusts of 99
years term

that they, the said J. M., and J. W., and the survivor of them, his executors and administrators, do and shall yearly, and every year, during the said term of 99 years, if the said R. N., the younger, and the said G. G., his intended wife, shall jointly so long live, by, with, and out of the rents, issues, and profits, of the said manor, &c., and premises hereinbefore mentioned, to be hereby granted and released as aforesaid, or of some part or parts thereof, or by mortgage, sale, or demise thereof, or of some part thereof, or by any other ways or means, levy and raise the annual sum of £. of lawful, &c., and do and shall pay, apply, and dispose of the same, by quarterly payments, at the days of payment hereinbefore mentioned, by even and equal portions, free and clear of and from, and without any deduction or abatement for or in respect of any taxes, charges, or impositions, or other matter, cause, or thing whatsoever, unto such person or persons only, and for such intents and purposes only, as she, the said G. G. (notwithstanding her intended coverture) shall, from time to time, by any writing or writings, to be signed with her own proper hand, direct or appoint to receive the same and in default of such direction or appointment, and in the mean time, and from time to time, until the said G. G. shall make any such declaration or appointment, do and shall pay the said annual sum of £., or so much thereof whereof the said G. G. shall make no such direction or appointment, into the proper hands of her, the said G. G., for the sole and separate use and benefit of her, the said G. G., exclusive of the said R. N., her intended husband, who is not to intermeddle therewith; neither is the same to be subject to his disposition, control, debts, or engagements, and the receipts and receipt in writing of the said G. G., and of such person or persons as she shall from time to time direct or appoint to receive all, or any part of, the said annual sum of £., shall from time to time be good and effectual releases and discharges for such sums of money as in such receipts shall be expressed to be received, and the first payment of the said annual sum of £. shall begin and be made on such of the said days of payment as shall first happen after the solemnization of the said intended marriage. AND upon this further trust, that the said J. M. and J. W., their executors, administrators, and assignes, do and shall, from time to time, after full payment and satisfaction of the said yearly sum of £., and all charges and expenses in the execution of the trusts aforesaid, or in anywise relating thereto, permit and suffer the residue and overplus of

declared in trust to raise the annual sum of £. out of the rents, or by sale or mortgage of premises, and pay same to G. G., or to her appointment. &

and to permit the residue and overplus of the rents to be received by R. N.

Proviso, that if R. N. shall pay to said G. G. said annual sum, then it shall be lawful for him to receive the whole rents, &c.

R. N. covenants to pay said annual sum to G. G., or to her appointment.

Proviso, that on the decease of either said R. N., or G. G., and full payment of said yearly sum, term shall cease.

Proviso, to prevent any great arrears incurring of said yearly sum.

the rents, issues, and profits, of the premises, to be had and received by the said R. N., the younger, or his assigns, to and for his and their own proper use and benefit. PROVIDED ALWAYS, and it is hereby declared and agreed, that if the said R. N., the younger, do and shall, from and after the solemnization of the said intended marriage, and during the joint lives of the said R. N. and the said G. G., his intended wife, well and truly pay, or cause to be paid, into the proper hands of the said G. G., for her separate use and disposal, as aforesaid, or to such person or persons as she shall appoint, as aforesaid, the said clear yearly sum of £., lawful, &c., by equal quarterly payments, on the days and in the manner aforesaid, then and in such case it shall and may be lawful to and for the said R. N., and his assigns, to receive and take to his and their own use, the whole rents, issues, and profits of the premises comprised in the said term of 99 years, as aforesaid, AND the said R. N., the younger, for himself, his heirs, executors, and administrators, doth hereby covenant, &c., to and with the said J. M. and J. W., and each of them, their and each of their executors and administrators, that he, the said R. N., shall and will, from and after the solemnization of the said intended marriage, well and truly pay, or cause to be paid, into the proper hands of the said G. G., or unto such person or persons as she shall direct or appoint, as aforesaid, for her separate use and disposal, as aforesaid, the said clear yearly sum of £., as aforesaid, at the times, and in the manner, hereinbefore limited for payment thereof, according to the true intent and meaning of these presents. PROVIDED ALWAYS, and it is hereby agreed and declared, that, upon the decease of either of them, the said R. N., the younger, and G. G., his intended wife, first dying, and full payment made to her, the said G. G., her executors, &c., or to her said trustees, of the said yearly sum of £., as aforesaid, and all arrears thereof, and all costs, charges, damages, and expenses, to be incurred or sustained by her or them, for, or by reason, or in respect of, the non-payment, or detention, of the said yearly sum, or any part thereof, or otherwise, in relation thereto, the said term of 99 years, of, and in the said manor, &c., comprised in the same term, shall cease, determine, and be void; any thing, &c. PROVIDED ALWAYS, and to the intent to prevent the incurring any large arrears of the said yearly sum of £., it is hereby declared that neither the said premises, comprised in the said term of 99 years, nor the said R. N., the younger, his heirs, executors, or administrators, shall be anyways liable to

answer; and that the said J. M. and J. W., or the trustees of the same term, for the time being, shall not, by any ways or means, before mentioned, raise and levy, or by any suit at law or in equity recover, at any one time, more than one year and an half arrears of the said yearly sum of £. precedent to the raising or levying the same, or to the commencing any suit at law or in equity, or to the making an entry upon the said premises, comprised in the said term of 99 years, or any part thereof, for the purpose of recovering the same, over and beside the costs, damages, and expenses incurred or sustained by the non-payment or detention of the same; any thing, &c. AND as, to, for, and concerning the term of 1000 years, limited in use to the said S. S. and J. M., their executors, &c., as aforesaid, of and in the said manor, &c., heretofore mentioned, it is hereby declared and agreed, by and between all the said parties to these presents, to be the true intent and meaning of these presents, and of the same parties, that the same term is so limited to them, upon the several trusts, and to and for the several intents and purposes, and under and subject to the provisos hereinafter declared or expressed, of or concerning the same: viz., IN TRUST, in the first place, for the further and better securing to the said G. G., and her assigns, for her life, in case she shall happen to survive the said R. N., her intended husband, the said annual rent-charge, or yearly sum of £., hereinbefore made payable to her for her jointure, clear of charges, and without any deduction or abatement, as the same shall become due and payable. AND for that end and purpose, in case the said annual rent, or yearly sum of £., or any part thereof, shall at any time or times be behind or unpaid for the space of 60 days next after any of the said days whereon the same is hereinbefore made payable, as aforesaid, then, and so often, although no formal or legal demand shall have been made of the said annual rent, or yearly sum of £., or the arrears thereof, it shall and may be lawful to and for the said S. S. and J. M., and the survivor of them, and the executors, &c., of such survivor, and he and they is and are hereby authorized, from time to time, to enter into and upon all and every, or any part or parts of the said manor, &c., so hereby limited in use to the said S. S. and J. M., their executors, &c., for the said term of 1000 years, and to receive and take the rents, issues, and profits thereof, and by and out of the same rents, issues, and profits, or by mortgage, or sale, of all, or any part of the said manor, &c., or by bringing actions against the tenants, or occupiers, of the same premises, for the recovery of the

Declaration
of trust of
1000 years'
term.

In trust for
better secu-
ring G. G.'s
jointure.

And upon
further trust
for raising
portions for
younger
children.

rents then and in arrear, or by making entries upon all, or any part of, the said premises, or by all, or any, of the said ways and means, or by any other ways and means, to levy, raise, and pay all such arrears of the said annual rent, or yearly sum of £., as shall be so, from time to time, due and unpaid to her, the said G. G., or her assigns, together with all such costs, charges, damages, and expenses, as she, the said G. G., her executors, administrators, or assigns, or any of them, shall or may expend, sustain, or be put to, by reason of the non-payment of the said annual rent, or yearly sum, or any part thereof, or otherwise, in execution of the said trusts, and to pay the overplus of the money raised by the ways and means aforesaid, (if any), to the person or persons next in remainder, and in the mean time during the life of the said G. G., until the same annual rent shall be behind and unpaid as aforesaid, to permit and suffer the person or persons next in remainder to receive and take the rents, issues, and profits of the said premises, subject nevertheless, to the proviso or power hereinafter contained. AND upon this further trust, that in case there shall be an eldest or only son, and one or more other child or children of the body of the said R. N., the younger, on the body of the said G. G., his intended wife to be begotten, they, the said S. S. and J. M., and the survivor of them, and the executors or administrators of such survivor, do and shall, after the decease of the survivor of them the said R. N. and G. G., his intended wife, by mortgage or sale, or other disposition of all or any of the said manors, &c., and premises, comprised in the said term of 1000 years. or any part or parts thereof, for all or any part of the said term, or by and out of the rents, issues, and profits thereof, or by all or any of the said ways or means, or by any other such ways and means, as they the said S. S. and J. M., and the survivor of them, or the executors or administrators of such survivor, shall think reasonable, levy and raise such sum and sums for the portion or portions of all and every such child or children of the said R. N., the younger, by the said G. G., (except an eldest or only son), as are hereinafter mentioned; viz., if there shall be but one such child, beside an eldest or only son, then the sum of £. for the portion of such younger child, be the same a daughter or younger son, to be paid and payable at such time, and in such manner, after the decease of the survivor of them, the said R. N., the younger, and G. G., his intended wife, as the said R. N., the younger, by any deed or instrument in writing, to be sealed and delivered in the presence of

two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published, in the presence of three or more credible witnesses, shall direct or appoint, and in default of such direction or appointment, to be paid to such child, being a younger son, at the age of 21 years. Yet as some competent part thereof may be advanced sooner for his preferment or advancement in the world, or otherwise for his benefit, (the said last-mentioned R. N. and G. G. being then dead), in case the said S. S. and J. M., or the survivor of them, his executors or administrators, shall think fit; in which case, he and they shall have full power at any earlier time, by the ways and means before mentioned, to raise any such competent part as to him or to them shall seem meet, and to pay and apply the same for such preferment, advancement, or benefit as and when he or they shall think fit, the said R. N., the younger, and G. G. being then dead, and to be paid in default of such direction or appointment to such child, being a daughter, at her age of 21 years, or day of marriage, which shall first happen; PROVIDED the time of payment aforesaid shall happen after the decease of the survivor of them, the said R. N., the younger, and the said G. G., his intended wife: but if such son shall attain his age of 21 years, or such daughter shall attain her age of 21 years, or be married in the life-time of the said R. N., and G. G. his intended wife, or of the survivor of them, then to be paid within six calendar months next after the decease of such survivor, with interest, at the rate of £ for every

£ by the year, from the decease of the survivor of them, the said R. N., the younger, and G. G., his intended wife. AND if there shall be more such children than one, besides an eldest or only son, then upon this further trust, that they the said S. S. and J. M., and the survivor of them, and the executors and administrators of such survivor, do and shall, after the decease of the survivor of them, the said R. N., the younger, and the said G. G., his intended wife, by such ways and means as are hereinbefore mentioned, levy and raise for the portions of such several children, except an eldest or only son, the like sum of £ , to go and be shared, and allotted to, or between, or among any such one or more children, not being an eldest or only son; or to be shared or divided among them all, except such eldest or only son, in such parts, shares, and proportions, and in such manner and form, and to be paid at such days and time, after the decease of the survivor of them, the said R. N. and G. G., and subject to, with, and under such provisos, conditions, and limitations, (such

limitations over to be for the benefit of some or one of them), as the said R. N., the younger, by any deed or deeds, or instrument or instruments in writing, to be sealed and delivered by him, in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published, in the presence of three or more credible witnesses, shall direct or appoint, and for want of such direction or appointment, to go to, and be shared and divided between or among all such children (except an eldest or only son) in equal parts, shares, and proportions, and share and share alike, in the following manner; viz., the same shall be paid and payable to such of the said children as shall be a younger son or sons, at his or their respective age or ages of 21 years, yet so as some competent part thereof may be advanced sooner for the preferment in the world, or benefit of him or them, in case the said S. S. and J. M., or the survivor of them, his executors or administrators, shall so think fit, in which case, he and they, the said trustee and trustees for the time being, shall, from time to time, have full power at any earlier time or times, to raise, by the ways and means before mentioned, such sum and sums as he and they shall think proper, and to pay and apply the same for the preferment, advancement, or benefit of any such son or sons, as, when, and in such manner as he or they shall think fit, the said R. N., the younger, and G. G. his intended wife being then dead, and the said parts, shares, and proportions of the said sum of £ which shall belong to such of the said children as be daughter or daughters, shall be paid and payable to her and them, at her or their respective age or ages of 21 years, or day or days of marriage, which shall first happen; PROVIDED the times of payment aforesaid shall happen after the decease of the survivor of them, the said R. N., and G. G. his intended wife, but if any such children, for whom portions are intended to be hereby provided, being a son or sons, shall attain his or their age or ages, or being a daughter or daughters shall attain her or their age or ages of 21 years, or be married in the life-time of the said R. N. and G. G., his intended wife, or of the survivor of them, then the share or shares of such child or children, shall be paid within six calendar months next after the decease of the survivor of them, the said R. N., and G. G. his intended wife, with interest for the same, after the rate aforesaid, from the death of such survivor: PROVIDED ALWAYS, that notwithstanding the postponing of the payment of such portion and portions, until after the decease of the survivor of them, the said R. N. the

Children's
shares to
vest at 21,
or marriage.

younger, and G. G. his intended wife, all and every such portion and portions, shall be considered as vested interests in such of the said younger sons as shall attain the age of 21 years, and in such of the said daughters as shall have attained that age, or be married in the lifetime of them, the said R. N. the younger, and G. G. his intended wife, or the survivor of them. AND it is hereby also agreed and declared, that the said term of 1000 years, is hereinbefore limited to them the said S. S. and J. M., their executors, administrators, and assigns, upon the several trusts following; (that is to say), THAT IN CASE the said R. N. the younger shall happen to have no son of his body, on the body of the said G. G. his intended wife, begotten, born in his lifetime, or after his decease, or there being a son or sons, in case all of them shall die without issue male of any of their bodies, before any of them shall attain the age of 21 years, and there shall be issue one or more daughter or daughters of the body of the said R. N. on the body of the said G. G. his intended wife begotten, whether born in his lifetime or after his decease, THEN UPON TRUST, that they the said S. S. and J. M., or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall, after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife, and such failure of issue male as aforesaid, levy and raise, by all or any such ways and means as are hereinbefore mentioned, such sum and sums of money, for the portion and portions of all and every such daughter and daughters as are hereinafter mentioned; (that is to say), if there shall not be more than one such daughter, then the sum of £., for the portion of such only daughter, to be paid to her, at such time and in such manner, after the decease of the survivor of them the said R. N. the younger, and the said G. G. his intended wife, as the said R. N. the younger by any deed or instrument in writing, to be sealed and delivered by him in the presence of two or more credible witnesses, or by his last will or testament in writing, to be by him signed and published in the presence of three or more credible witnesses, shall direct or appoint, and in default of such direction or appointment, to be paid to such only daughter at her age of 21 years, or day of marriage, which shall first happen; PROVIDED the same shall happen after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife: BUT if such daughter shall attain to the age of 21 years, or be married in the lifetime

If no sons, of marriage, power for trustees to raise / for daughters, to be paid as R. N. shall appoint.

of the said R. N. the younger, and G. G. his intended wife, or of the survivor of them, then to be paid within six calendar months next after the decease of such survivor, with interest after the rate of, &c., from the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife. AND if there shall be more such daughters than one, then the sum of

£. for the portions of such daughters, the said sum of £., to go and be shared and divided between or among them all, in such parts, shares, and proportions, and in such manner and form, and to be paid at such days and times after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife, and subject to, with, and under such provisos, conditions, and limitations, (such limitations over to be for the benefit of some or one of them), as the said R. N. the younger, by any deed or deeds, or instrument or instruments in writing, to be sealed and delivered by him in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published in the presence of three or more credible witnesses, shall direct or appoint; and for want of such direction or appointment, to go to and be shared and divided between and among all such daughters, in equal parts, shares, and proportions, and share and share alike, and to be paid and payable to them respectively, at her or their age or ages of 21 years, or day or days of marriage, which shall first happen. PROVIDED the same shall happen after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife: BUT if any such daughter or daughters shall attain her or their age or ages of 21 years, or be married in the lifetime of the said R. N. the younger, and G. G. his intended wife, or of the survivor of them, THEN the share and shares of such daughter and daughters, shall be paid within six calendar months next after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife, with interest for the same, after the rate aforesaid, from the death of such survivor. PROVIDED ALWAYS, that notwithstanding the postponing the payment of such last-mentioned portions, until after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife, all and every such portion shall be considered as vested interests in such of the said daughters as shall have attained the age of 21 years, or be married in the lifetime of the said R. N. the younger, and G. G. his intended wife, or of the survivor of them. AND UPON THIS FURTHER TRUST, that they the said S. S.

and J. M., and the survivor of them, and the executors and administrators of such survivor, do and shall, after the decease of the survivor of them the said R. N. the younger, and G. G. his intended wife, levy and raise, by all or any of the ways and means aforesaid, for the maintenance and education of all or any of such child or children for whom a portion or portions is or are intended to be provided as aforesaid, until his, her, or their portion or respective portions shall become payable, such yearly sum or sums of money as will be equivalent to the interest of his, her, and their portion and portions, after the rate of, &c., the said yearly sums, for maintenance, to be paid quarterly, at the four days of payment hereinbefore mentioned in every year, by even and equal portions, the first payment thereof to be made on such of the said days as shall first happen after the death of the survivor of them, the said R. N. the younger, and G. G., his intended wife. tenance and education till shares are payable.

PROVIDED (children's shares to survive in case of death. ALWAYS, that if any such child or children, being a daughter or daughters, shall depart this life before she and they shall respectively attain the age of 21 years, or be married, or being a son or sons, shall depart this life, or become an eldest or only son, before he or they shall respectively attain the age of 21 years, then the portion or portions of him, her, or them, so dying or becoming an eldest or only son, or so much thereof as shall not have been sooner advanced for him, her, or them, shall go and accrue to the others and other of such children, (except an eldest or only son), to be equally divided between or amongst them, if more than one, share and share alike, and the same shall be paid and payable at such days and times, and shall go in the same manner to such survivors or other child or children, as his, her, or their original portion or portions; and in case any other of the said children shall die, or become an eldest or only son before such accruing part, or share or shares, shall become vested as aforesaid, then such accruing share and shares shall again be subject and liable to such new chance, contingency, or condition of accruer to the others and other of the said children as before is declared, touching his, her, and their original portion and portions. PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that if any daughter or daughters of the said R. N. the younger, on the body of the said G. G., his intended wife to be begotten, shall become entitled to the said sum of £, to be raised by virtue of the trusts of the said term of years, or any part or parts thereof; then, and in such case, the said sum of £, or such part or parts thereof to which such

Power for trustees to raise any sum for the advancement of any children in marriage, &c.

daughter or daughters shall become entitled, shall go, be deemed, considered, and taken as and for so much of the aforesaid sum of £, hereinbefore provided to be raised, by virtue of the trusts of the same term, for the portion and portions of such daughters, in case of failure of issue male as aforesaid; any thing hereinbefore contained to the contrary thereof in any-wise notwithstanding. PROVIDED ALWAYS, and it is hereby agreed and declared, by and amongst all the said parties to these presents, that, notwithstanding any thing hereinbefore contained, it shall and may be lawful, to and for the said S. S. and J. M., and the survivor of them, and the executors and administrators of such survivor, at any time or times after the decease of the said R. N. the younger, by and with the consent of the said G. G., if she shall be living, and if she shall be dead, of their own proper authority, and as they shall see occasion, to levy and raise by such ways and means as are hereinbefore mentioned, but subject, nevertheless, and without prejudice, to the said clear annual rent-charge, or yearly sum of £, hereinbefore limited in use to the said G. G. and her assigns, for her life as aforesaid, and to the several powers and remedies hereinbefore given and provided for recovering the same, and enforcing the payment thereof, and to the trusts hereinbefore declared concerning the same, any sum or sums of money in part of the portion or portions hereinbefore provided for the child or children of the said R. N. the younger, on the body of the said G. G. to be begotten, other than an only son, not exceeding in the whole the said sum of £, for the better educating or placing out in the world, or the advancing in marriage of every or any such child or children, so as such sum and sums of money shall go and be considered, and taken as part of the portion and portions hereby provided for such child or children, for whose benefit such sum and sums of money shall be raised, and to charge the said premises with such interest, for such sum and sums of money so raised, as such trustees or trustee for the time being shall think proper, but subject and without prejudice as aforesaid; PROVIDED ALWAYS, that no sale or mortgage shall be made for raising any such portion or portions as aforesaid, for such younger son or younger sons, daughter or daughters, to be begotten as aforesaid, until some or one of the same portion or portions shall become payable; or the trustees or trustee for the time being shall have power to raise part thereof as aforesaid; and that after the said clear annual rent or yearly sum of £, and the said maintenance and interest shall be paid, the residue and

overplus of the said rents and profits of the said premises, (if any there be), shall, until a mortgage or sale shall be made of the same premises, be had and received by the person and persons respectively, who, for the time being, shall be next entitled to the residue or remainder of the premises expectant on the said term of 1000 years, to and for his and her, or their own use and benefit. PROVIDED ALWAYS, that if the said R. N. the younger shall, in his life-time, give to any of his said daughter or daughters in marriage, or to any of his younger son or sons, any sum or sums of money, for or towards his, her, or their portion or portions, or advancement in the world, and by writing under his hand and seal, shall declare the same to be for or towards the portion or portions hereby provided, that then, and in such case, such daughter or daughters, or younger son or sons, to whom such portion or portions, or sum or sums of money shall be given and advanced, shall have and receive only so much of such further portion or portions, by virtue of these presents, as, together with the said portion or portions, or sum or sums of money so given or advanced by the said R. N. the younger, in his life-time, shall complete and make up the portion or portions hereby provided, or intended for him, her, or them respectively, and no more. PROVIDED ALWAYS, and it is hereby declared and agreed to be the true intent and meaning of these presents, and of the parties hereunto, that from and after all and every of the trusts declared as aforesaid, of and concerning the said term of 1000 years, shall in all things be fully performed and satisfied, or shall be discharged, either by becoming unnecessary or incapable of being performed, or by any other means, according to the true intent and meaning of these presents, the trustees' charges in the execution of the several trusts relating to the said term of 1000 years, and all arrears of the said rent or sum of £. and of such yearly sums directed to be raised for maintenance as aforesaid, being first paid, satisfied, and discharged, the said term of 1000 years, of and in the said manors, &c., and premises therein comprised, or of and in so much of the same as shall remain unsold or undisposed of, for any of the purposes, shall cease, determine, and be void to all intents and purposes; any thing herein contained to the contrary in anywise notwithstanding. AND the said R. N. the younger, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said S. S. and J. M., their executors and administrators, and every of them, that in case any sum or sums of money shall be raised after

If R. N. in his life-time shall give to any children in marriage any sum of money, the same to be in part of the portion.

Provided, that after the trusts of the term of 1000 years be performed, same shall cease.

R. N. covenants, if any mortgage shall be made for raising any sum as be-

fore mentioned, to keep down the interest of such sum, or as much thereof as the rents of the premises will not extend to pay.

Power to lease for 21 years.

To sell and exchange.

the death of the said R. N., and in the life-time of the said G. G., in part of the portion or portions aforesaid, in pursuance of the power hereinbefore contained for that purpose, by mortgage of all or any of the premises comprised in the said term of 1000 years, or of the copyhold hereditaments hereinafter mentioned, that then, and in such case the heirs, executors, or administrators of the said R. N. the younger, shall, from time to time, during the life of the said G. G., well and truly pay, or keep down so much of the interest of such sum and sums of money as the clear rents and profits of the said premises comprised in the said term of 1000 years, after payment of the said clear annual rent-charge or yearly sum of £. and all expenses relating thereto; and the clear rents and profits of the said copyhold hereditaments, subject to the trusts thereof hereinafter mentioned, to take place prior thereto, shall not extend to pay: PROVIDED ALWAYS, and it is hereby declared to be the true intent and meaning of these presents, and of the parties hereunto, that it shall and may be lawful to and for the said R. N. the younger, during his life, by indenture, to demise or lease all and every or any of the said manors, &c. and premises, mentioned to be hereby granted and released as aforesaid, to any person or persons, for any term or number of years not exceeding 21 years, in possession, and not in reversion or by way of future interest, so as upon every such lease there be reserved and made payable during the continuance thereof, and to be incident to and go along with the reversion expectant on the same, the best and most improved rent and rents that can be reasonably had and obtained for the same, without taking any fine or income, or any other matter or thing in the nature or in lieu of any fine or income in respect of the making thereof, and so as none of the lessees to whom such lease or leases shall be made, be, by any clause or words therein contained, freed from impeachment of, or made punishable for waste, and so as in every such lease there be contained a clause of re-entry, in case the rent and rents thereupon to be reserved be behind or unpaid by the space of 21 days, and so as the lessee and lessees to whom such lease or leases shall be made as aforesaid, doth and do seal and deliver a counterpart or counterparts of such lease or leases. PROVIDED ALSO, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said W. N. and W. D., and the survivor of them, and the heirs of such survivor, at any time or times hereafter during the life of the said R. N. the younger, with the consent and approbation

of the said R. N. the younger, and G. G. his intended wife, or of the said R. N. alone, in case the said G. G. shall be then dead, such consent and approbation to be testified in writing under the hands and seals of the said R. N. the younger, and G. G., or the hand and seal of the said R. N. alone, in case the said G. G. shall be then dead, and to be attested by two or more credible witnesses, to make sale or to convey in exchange, for or in lieu of other lands, tenements, or hereditaments of equal or better value, all or any of the said manors, &c., and premises hereinbefore mentioned to be hereby granted and released as aforesaid, or any part thereof, and the fee-simple and inheritance thereof, to any person or persons whomsoever, either together or in parcels, for such price or prices in money, or for such other equivalent in lands or tenements as shall seem reasonable; and upon payment of the money arising by sale of any part or parts of the said premises, where any part or parts thereof shall be sold and disposed of by them or him for a valuable consideration in money, to sign and give proper receipts for the money for which the same shall be sold, which receipts shall be a sufficient discharge to any purchaser or purchasers, for so much of the purchase-money as shall be therein acknowledged or expressed to be received; and such purchaser and purchasers shall not afterwards be answerable for any loss, misapplication, or non-application of such purchase-money, or any part thereof. AND when any of the said premises shall be sold for a valuable consideration in money, and such proper receipts shall be signed and given for the purchase-money as aforesaid; AND ALSO, when any of the said premises shall be disposed of, or conveyed in exchange for or in lieu of such other lands and tenements, or hereditaments as aforesaid, and the fee-simple and inheritance of such last-mentioned lands, tenements, and hereditaments shall be well vested in them the said W. M. and W. D., or the survivor of them, and the heirs of such survivor: ALL and every of the said manors, &c., and premises so sold and conveyed, or such as shall be sold or conveyed, shall be and remain for ever and from thenceforth freed and absolutely discharged of and from all and every the uses, estates, trusts, limitations, powers, provisos, and agreements in and by these presents limited, expressed, and declared. AND then and from thenceforth these presents, and the grant and release hereinbefore contained, and the fines hereby covenanted to be levied, shall be and enure respectively as to so much of the said premises hereby granted and released, as shall be respectively sold and conveyed as aforesaid, To the use and behoof

Money to arise by sale to be laid out in purchase of other lands, which with the lands taken in exchange are to be settled to the same uses.

And until purchase made, money to be invested in the funds.

of such purchaser or purchasers, and his and their heirs and assigns respectively for ever, subject only to such lease and leases as shall have been made pursuant to the power hereinbefore contained on that behalf: PROVIDED NEVERTHELESS, that when any of the said premises hereby made saleable as aforesaid, shall be sold for a valuable consideration in money in pursuance to these presents, ALL and every the sum and sums of money which shall arise by such sale and sales, shall with all convenient speed be laid out and invested by them the said W. M. and W. D., or the survivor of them, his heirs, executors, and administrators, by and with the consent and approbation of the said R. N. the younger, and G. G. his intended wife, or the survivor of them, testified as aforesaid, in the purchase or purchases of freehold lands, tenements, or hereditaments, free from all incumbrances, to be situate somewhere in that part of *Great Britain* called *England*, of a clear and indefeasible estate of inheritance in fee-simple, of as good value in all respects as the manors, &c., and premises hereinbefore made saleable, or such of them as shall be so sold, and as well the lands, tenements, and hereditaments so to be purchased, as all and every the lands, tenements, and hereditaments which shall be vested in the said W. M. and W. D., or in the survivor of them, or in the heirs of such survivor, in exchange for, or in lieu of all or any of the said manors, &c., and premises mentioned to be hereby granted and released as aforesaid, shall be respectively settled and conveyed by the said W. M. and W. D., or the survivor of them, his heirs, and assigns, to such and the same uses, and upon such and the same trusts, and for such and the same intents and purposes, and charged and chargeable in the same manner, and by, with, and under the same powers, provisos, declarations, and agreements as are hereinbefore expressed and declared, of and concerning the said manors, &c., and premises hereinbefore mentioned to be hereby granted and released as aforesaid, or as near thereto as the death of the parties and other contingencies will then admit of. AND it is hereby declared and agreed, that until the money arising by such sale or sales as aforesaid, shall be invested in a purchase or purchases in the manner hereinbefore directed, it shall and may be lawful for the said W. N. and W. D., and the survivor of them, and the heirs, executors, or administrators of such survivor, by and with the consent and approbation of the said W. N. the younger, and G. G. his intended wife, or the survivor of them, testified as aforesaid, in case they or either of them shall be then living, and if they shall be then dead, then with the proper authority of the trustees

or trustee for the time being, to place out such money at interest in the public funds, or in government or real securities, and also from time to time, with such consent and approbation as aforesaid, or of their own proper authority, as the case shall happen, to alter and transpose such securities and funds, when and so often as to the said trustees or trustee for the time being shall seem meet, and the dividends, interest, annual profits, and proceeds which shall from time to time arise by, or in respect of such money so to be invested in such funds and securities, or by, or in respect of any other sum or sums of money which shall come to the hands of the said trustees or trustee for the time being, or any of them, by any alteration or transposition of such securities or funds as aforesaid, shall go and be payable, and paid to such person or persons, and be applied to and for such uses, intents, and purposes, and in such manner as the rents and profits of the lands and tenements to be purchased therewith, would go and be payable or applicable, in case such purchase or purchases was or were actually made. AND for further assurance, the said R. N. the elder, for himself, his heirs, executors, and administrators, and for the said E. his wife, and her heirs, doth hereby covenant, promise, grant, and agree, to and with the said W. N. and W. D., and each of them, their and each of their heirs, that they the said R. N. and E. his wife, or their respective heirs, shall and will, as of such term as shall first and next happen after the solemnization of the said intended marriage, or of some other subsequent term, at the request of the said W. N. and W. D., or the survivor them, or the heirs of such survivor, but at the proper costs and charges of the said R. N. the elder, his heirs, executors, and administrators, acknowledge and levy in due form of law, before the justices of his majesty's court of Common Pleas, at Westminster, one or more fines *sur consueance de droit come ceo*, &c., to be engrossed, recorded, and sued forth with proclamations, according to the form of the statute in that case made and provided, and the common course of fines, with the proclamations there used; (that is to say), one fine of the said manor, and of such of the said messuages, and of such of the said hereditaments and premises mentioned to be hereby granted and released as aforesaid, as are situate, &c., with the appurtenances, and one other fine of such of the said hereditaments and premises mentioned to be hereby granted and released as aforesaid, as are situate, &c., with the appurtenances, unto the said W. N. and W. D., and the heirs of one of them, by such apt and convenient name and names, number of messuages and acres, quantity and quality of land,

Covenant
from R. N.
the elder, to
levy a fine.

Declaration
of the uses.

Further
witnesseth.

Covenant
from R. N.
the elder, to
surrender
copyhold
premises.

and other descriptions, as will effectually comprise the same, and shall for that purpose be thought fit and requisite: AND it is hereby declared, that as well the said fines so as aforesaid or in any other manner to be levied, as also from and after the perfecting thereof, all and every other fine and fines, common recovery and common recoveries, conveyances and assurances in the law whatsoever, already had, made, done, acknowledged, levied, suffered or executed, or hereinafter to be had, &c., of the said manor, &c., and premises, mentioned, to be hereby granted and released as aforesaid, or any of them, or any part or parcel thereof, by or between the said parties to those presents, or any of them, or whereunto they are, is, or shall be parties or a party, privies or privy, shall be and enure, and shall be deemed, judged, construed, and taken to be and enure, and is and are hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be and enure, to and for the several uses, intents, and purposes, and upon the several trusts, and with, under, and subject to the several powers, provisos, limitations, declarations and agreements hereinbefore limited, declared, or expressed of and concerning the same. AND THIS INDENTURE FURTHER WITNESSETH, that in pursuance and further performance of the said agreement entered into upon the treaty of the said intended marriage, and for the consideration aforesaid, he the said R. N. the elder, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said W. N. and W. D., and each of them, then and each of their heirs, that the same R. N., or his heirs, shall and will, at the court baron to be holden in and for the said manor of M. C. aforesaid, next after the solemnization of the said intended marriage, or some other subsequent court baron, to be holden in and for the said manor, at the request of the said W. N. and W. D., or the survivor of them, or the heirs of such survivor, but at his or their own proper costs and charges, surrender into the hands of the lord or lords of the said manor of M. C., for the time being, according to the custom of the said manor, in which surrender the said E., the wife of the said R. N. the elder, shall join, if thereunto required, one messuage, or barn, &c., one other, &c., &c. TO THE USE of the said W. N. and W. D., and their heirs, during the lives for which the same shall be then holden, at the will of the lord, according to the custom of the said manor, upon the several trusts, and to and for the several intents and purposes hereinafter declared or expressed of or concerning the same; (that is to say), IN TRUST

to renew and fill up the lives now in being, and all other lives for which the said copyhold messuage and hereditaments and premises shall be holden, from time to time as the same shall respectively drop, according to the true intent and meaning of the said articles of agreement quadripartite, of the day of and by and out of the rents, issues, and profits of the said copyhold premises, or by mortgage thereof, or of a competent part thereof, or by any other ways and means which they the said W. N. and W. D., or the survivor of them, or the heirs of such survivor, shall think proper to levy, raise, and pay all fines, fees, and expenses attending every such renewal and filling up of a life or lives, and subject thereto. UPON SUCH TRUSTS as will best and nearest correspond, so far as by the rules of law or equity may be, with the several uses and trusts hereinbefore limited, of and concerning such of the said freehold premises, mentioned to be hereby released, as are situated in C., as aforesaid, and with, under, and subject to, such and the like powers, provisos, declarations, and agreements, as are hereinbefore declared and expressed, of and concerning the same freehold premises. AND the said R. N. the elder, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to, and with the said W. N. and W. D., and each of them, their, and each of their heirs, executors, and administrators, (that is to say), that (for and notwithstanding any act, matter, or thing whatsoever, by the said R. N. the elder, and E. his wife, or either of them, or any of their respective ancestors, or the said J. M., heretofore made, done, or committed, or wittingly or willingly suffered to the contrary), they, the said R. N. the elder, and E. his wife, and J. M., or some of one of them, now, at the time of the sealing and delivery of these presents, are and stand, or is, and standeth lawfully and rightfully seised of, and in the said manor, &c., and premises, hereinbefore mentioned to be hereby granted and released, as aforesaid, with their and every of their appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, (without any manner of condition, contingent, proviso, power of limitation of new or other use or uses, or any other restraint, matter, or thing whatsoever, to defeat, alter, charge, change, or determine the same). AND ALSO, and have that, (for and notwithstanding any such act, matter, or thing, as aforesaid), they, the said R. N. the elder, and E. his wife, or one of them, have, or hath in themselves, himself, or herself, good right, full power, and

Covenant from R. N. the elder, and E., his wife, and J. M., that they are seised in fee,

right to convey.

And that
premises
shall remain
to same
uses,

free from
incum-
brances.

lawful and absolute authority, in and by these presents, and the fines, hereinbefore covenanted to be levied as aforesaid, to grant, bargain, sell, release, and assure, all and singular the said manor, &c., and premises mentioned to be hereby granted and released, as aforesaid, with their, and every of their appurtenances, unto the said W. N. and W. D, their heirs, and assigns, for ever, to and for the several uses, intents, and purposes, upon the several trusts, and under and subject to the several powers, provisos, limitations, and agreements, hereinbefore limited, declared, or expressed, of and concerning the same, in manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that all and every the said several freehold and copyhold messuages, hereditaments, and premises, hereinbefore mentioned to be hereby granted and released, and covenanted to be surrendered respectively, as aforesaid, with their and every of their appurtenances, shall, and lawfully may, from time to time, and at all times hereafter, remain, continue, and be, to and for the several uses, intents, and purposes, upon the several trusts, and under and subject to the several powers, provisos, limitations, declarations, and agreements, hereinbefore limited, expressed, and declared, of and concerning the same several premises respectively, and shall and may accordingly be peaceably and quietly held, used, occupied, and enjoyed, without the let, suit, hindrance, interruption, or denial of the said R. N. the elder, and E. his wife, or either of them, their or either of their heirs or assigns, or of the said J. M., or of any other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, trust, or interest of, into, or out of the same several premises, or any of them, or any part or parcel thereof, by, from, or under the same R. N. the elder, and E. his wife, or either of them, or any of their ancestors, or the said J. M., or by, from, or under his, her, their, or any of their right, title, estate, or interest. AND that free and clear, and freely and clearly acquitted, exonerated, and discharged of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, entails, rents and arrears of rent, statutes, judgments, recognizances, titles, charges, and incumbrances whatsoever, made, done, or committed, or wittingly or willingly suffered by the said R. N., and E. his wife, or either of them, their or any of their ancestors, or the said J. M., or by, through, or with his, her, their, or any of their act, means, default, procurement, consent, or privity,

(except, &c. &c.). AND MOREOVER, that they, the said R. N. the elder, and E. his wife, and their respective heirs, and all and every other person or persons having or lawfully claiming, or who shall or may hereafter have or lawfully claim any estate, right, title, trust, or interest of, into, or out of the said manor, &c., and premises, hereinbefore mentioned to be hereby granted and released, and covenanted to be surrendered respectively, as aforesaid, or any of them, or any part or parcel thereof, by, from, or under, or in trust for them, or either of them, or any of their ancestors, (other than and except, &c.), shall and will, from time to time, and at all times hereafter, at and upon the reasonable request of the said W. N. and W. D., or the heirs of them, or the heirs of such survivor, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, &c., all and every such further lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying and assuring the said manor, &c., and premises hereinbefore mentioned to be hereby granted and released, as aforesaid, with their and every of their appurtenances, and also for surrendering and better assuring the said copyhold premises hereinbefore covenanted to be surrendered as aforesaid, to and for the several uses, intents and purposes, upon the several trusts, and under and subject to the several powers, provisos, limitations, declarations, and agreements hereinbefore limited, declared, and expressed of and concerning the same premises respectively, and which shall be then subsisting and capable of taking effect, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or otherwise howsoever, as by the said W. N. and W. D., or the survivor of them, or the heirs of such survivor, or his, their, or any of their counsel shall be lawfully and reasonably devised, advised, and required, so as such further assurances contain in them no further or other covenant or warranty than against the person or persons who shall be required to make and execute the same, and against his, her, and their own heirs, ancestors' acts and deeds respectively, and so as no person be compelled or compellable to travel or go from the usual place of his or their respective abode for the doing thereof. AND THIS INDENTURE LIKEWISE WITNESSETH, and it is hereby agreed, by and between all the parties to these presents, that they the said S. S. and J. M., and the survivor of them, and the executors and administrators of such survivor, shall stand and be possessed of and following.

For further
assurance.

Likewise
witnesseth
personalty
to remain
with S. S.
and J. M.,
upon trusts
and following.

To permit
R. N. to
receive the
interest for
life, subject
to annuity.

To levy in
case of non-
payment.

interested in the several sums of £., bank stock, mill. bank, and 3 per cent. consolidated bank annuities, upon the trusts, and to and for the intents and purposes, and subject to the proviso and agreement hereinafter contained, expressed, and declared, concerning the same; (that is to say), in the mean time, and until the said intended marriage shall be had and solemnized, upon such trusts as by force and virtue of the said in part recited will of the said G. G., are now subsisting of or touching the same, and after the solemnization of the said intended marriage, IN TRUST to permit and legally empower the said R. N. the younger, his executors, administrators, or assigns, or such person or persons as he shall direct or appoint, to receive and take the interest, dividends, and proceeds of the several stocks, from time to time, as the same shall become due and payable, for his and their own use and benefit, until default shall be made by him or them of and in payment of the said several annuities of, &c., at the days and times hereinafter mentioned for payment thereof, the said annuity of £., to be paid to such person or persons as the said G. W., notwithstanding her coverture, shall from time to time appoint to receive the same, and in default of such appointment, then to be paid into her own proper hands for her own use and benefit, and the receipt and receipts of her appointee shall be to the said R. N. the younger, or the person or persons paying thereof, good and sufficient discharges for the same. AND UPON THIS FURTHER TRUSTS, that in case the said annuities of £., or either of them, or any part thereof, shall be behind or unpaid by the space of 28 days next over or after any of the said quarterly days of payment whereon the same have been usually paid or acknowledged to have been due; (that is to say), the day of the day of and the day of in every year, then and so often, they the said S. S. and J. M., or the survivor of them, or the executors or administrators of such survivor, shall and do, by and out of the said dividends and proceeds of the said trust stocks, or by sale of a competent share of the same stocks, or of any or either of them, raise and levy such sum and sums of money as shall be sufficient from time to time to answer, pay, and satisfy unto them the said G. W. and E. G., respectively, during their respective lives, the said several annuities of £., and £., or so much thereof as shall from time to time so happen to be in arrear and unpaid, together with all such costs, damages, and expenses which they the said G. W. and E. G., or the said trustees, or any or either of them, their, or any or either of their executors, administrators,

or assigns, shall expend, sustain, or be put unto, for or by reason of the non-payment of the said several annuities, or either of them, or any part thereof, at the days and times above-mentioned for the payment of the same, and do and shall pay, apply, and dispose of the monies so to be raised accordingly. PROVIDED ALWAYS, Provided, that after decease of the annuitant and payment of all arrears of said annuities trustees shall transfer stock to R. N. nevertheless, and it is hereby further agreed and declared by and between all the said parties to these presents, that from and after the decease of the said G. W. and E. G., and payment of all arrears which shall be then due of the said several annuities, (if any such shall then be), together with all costs, damages, and expenses attending the execution of the last-mentioned trusts, then and immediately, or as soon after as conveniently may be, they the said S. S. and J. M., or the survivor of them, or the executors or administrators of such survivor, shall and will, at the request, costs, and charges of the said R. N. the younger, his executors or administrators, transfer to him or them, the said several trusts, stocks, or such of them, or so much thereof as shall remain undisposed of for the purposes aforesaid, together with all the dividends and interests attending the same, or any of them, or any part thereof, to and for his and their own use and benefit, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. AND the said R. N. the younger, for the consideration aforesaid, doth hereby for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree to and with the said S. S. and J. M., their executors, administrators, or assigns, that he the said R. N. the younger, his executors administrators, and assigns, shall and will, from time to time, during the life of the said G. W., well and truly pay, or cause to be paid unto such person or persons as she, notwithstanding her coverture, shall direct and appoint to receive the same, the said annuity or yearly sum of £., bequeathed to her by the will of the said G. G., deceased, at and upon the days and times above-mentioned for payment thereof, and in default of such appointment shall and will pay the same into the proper hands of the said G. W., for her separate use and benefit; AND ALSO, that he the said R. N. the younger, shall and will well and truly pay, or cause to be paid E. G., during her life, the said annuity or yearly sum of £., bequeathed to her by the same will, from time to time, as the same shall become due and payable by virtue of the same will, according to the true intent and meaning thereof; AND the said R. N. the younger, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and Covenant to pay the annuity to G. W., or to her appointment; the same to E. G. To indemnify J. M., for transferring

stock to S. S. and J. M. agree to and with the said J. M., his executors and administrators, by these presents, in manner following; (that is to say), that he the said R. N. the younger, his heirs, executors, or administrators, or some or one of them, shall and will from time to time, and at all times hereafter, well and sufficiently defend, keep harmless and indemnified the said J. M., his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of, from, and against all such costs, damages, and expenses, as shall or may be recovered against, or be sustained, expended, or become payable by him, them, or any of them, for or by reason or in respect of his transferring the said several sums of £., bank stock, &c., or any of them, unto the said S. S. and J. M., as aforesaid. AND ALSO, in case the said several annuities of £., bank stock, &c., and the dividends, interest, and proceeds thereof, shall by any unforeseen accident or event prove insufficient to answer the several annuities or yearly sums of £., and £., so given and bequeathed to the said G., the wife of the said J. W., and the said F. G., respectively, in and by the said recited will of the said G. G., as aforesaid, according to the true intent and meaning of the same will, then the said R. N. the younger, his heirs, executors, or administrators, or some or one of them, shall and will make good all such deficiencies from time to time. PROVIDED ALWAYS, and it is hereby lastly agreed and declared, that it shall and may be lawful to and for the said W. N. and W. D., S. S. and J. M., and their respective heirs, executors, or administrators, by and out of the rents, issues, and profits of the said manor, &c., and premises mentioned to be hereby granted and released, and covenanted to be surrendered respectively as aforesaid, or by and out of all or any other the monies which by virtue of these presents or any trust herein declared, or otherwise shall come to their or any of their hands, to deduct, retain to, and reimburse themselves all such reasonable costs, charges, and expenses as they respectively shall or may sustain or be put unto, for, in, or about the execution of the several trusts hereby in them respectively reposed; AND ALSO, that they the said W. N., W. D., S. S., and J. M., their respective heirs, executors, and administrators, shall be charged and chargeable only every of them for and with his own respective receipts, payments, acts, and wilful defaults, and not otherwise, and shall not be charged or chargeable with or for any sum or sums of money other than such as shall actually and respectively come to his or their hands, nor with any loss or damage which may happen in or about such sale or sales, purchase or

In case of insufficiency to answer the annuities, R. N. covenants to make same good.

Proviso for trustees' indemnity.

purchases, exchange or exchanges, or the placing out of all or any of the monies arising from or by any such sale or sales on real or government securities, or in the parliamentary funds, or depositing the same in any bank or banker's hands, or elsewhere, for safe custody, or by defect of any security or securities to be taken in pursuance of these presents, so as during the lifetime of the said R. N., the younger, and G. G., his intended wife, or of the survivor of them, the same be done with the consent and approbation of such survivor, testified as aforesaid, nor with any other loss or damage which may happen in and about the execution of the several trusts by these presents in them respectively reposed, without his or their respective wilful default. IN WITNESS, &c.

Settlement of personal Property to which the Lady was entitled under her Father's Will.

THIS INDENTURE tripartite, made, &c., between W. D., of, &c., of the first part; M. B., of spinster, and J. B., of of the second part; and J. T., of, &c., esq., of the third part.

WHEREAS, A B., late of deceased, by his last will and testament in writing, bearing date on or about the day of in the year of our Lord did, (amongst other things), give and bequeath unto his daughter, the said M. B., the sum of £., to be paid to her at the age of 21 years, and after bequeathing several other legacies, and certain annuities, to the persons and in the manner therein mentioned, he did thereby give, devise, and bequeath all the rest and residue of his personal fortune unto his sons J. B. and R. B., and his daughter the said M. B., equally to be divided amongst them; and he thereby appointed J. W. and W. F., therein named, executors of his said will. AND the testator died on or at the day of in the year of our Lord without revoking or altering his said will, and since his decease, the said J. W. and W. F. have duly proved his said will in the Prerogative Court of the archbishop of and have taken upon themselves the execution thereof. AND WHEREAS, the said M. B. hath attained her age of 21 years, and the legacy or sum to which she, the said M. B., is entitled, under or by virtue of the will of her said late father, still remains in the hands of the said executors of his said will, and on account of certain debts and sums of money still remaining due to the estate of the said testator, the recovery of which is doubtful, it is apprehended that the amount or produce of his estate and effects now in the

Recites will of A. B., bequeathing £., to M. B., to be paid to her at 21.

Testator's effects not sufficient to pay the whole of his legacies.

Treaty of marriage, and agreement by W. D. to lay out *l.* in purchase of 3 per cent. annuities upon trusts after mentioned; and that M. B. shall assign her fortune under said will to trustees.

Consideration.

M. B. assigns to trustees her fortune under her father's will.

hands of his said executors, will not be sufficient to pay the whole of the legacies bequeathed by his said will, besides his debts and the expenses of his funeral; and that such deficiency of his assets will occasion a deduction or abatement of *l.*, or upwards, to be made out of the said legacy or sum of *l.*, so bequeathed to the said M. B. as aforesaid. AND WHEREAS, a marriage is agreed upon, and intended to be shortly had and solemnized by and between the said W. D. and M. B., that previous to the solemnization of the said marriage, the said W. D. should lay out and invest the sum of *l.*, of his own money, in the purchase of 3 per cent. reduced bank annuities, upon the trusts, and for the intent and purposes hereinafter expressed and declared of and concerning the same. AND that the said M. B. should assign and make over the fortune to which she is entitled, under or by virtue of the said recited will of her said late father as aforesaid, unto the said J. B. and J. T., their executors, administrators, and assigns, upon the trusts, and for the intents and purposes hereinafter expressed and declared of and concerning the same; and in pursuance and performance of the said hereinbefore mentioned agreement on the part of the said W. D., he, the said W. D., hath laid out and invested the sum of *l.*, of his own fortune, in the purchase of the capital sum of *l.*, 3 per cent. reduced bank annuities, which hath been transferred and now stands in the names of J. B. and J. T. NOW THIS INDENTURE WITNESSETH; that in consideration of the said intended marriage, and in pursuance and performance of the said hereinbefore mentioned agreement on the part of the said M. B., in this behalf, and in consideration of the sum of *s.*, of lawful, &c., to the said M. B., in hand, paid by the said J. B. and J. T., at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations, the said M. B. hereunto moving, she, the said M. B., with the consent and approbation of the said W. D., testified by his being a party to, and sealing and delivering of these presents, HATH bargained, sold, assigned, transferred, and set over, and by these presents HATH bargain, &c., unto the said J. B. and J. T., their executors, administrators, and assigns, ALL that, the said legacy or sum of *l.*, so bequeathed to the said M. B., by the said recited will of her said late father as aforesaid, and all and every other sum and sums of money which she, the said M. B., is, or which she, or the said W. D., shall or may, in her right, or otherwise, might be entitled to, under or by virtue of the said will,

and all the rights, title, interest, property, claim, and demand whatsoever, both at law and in equity, of her, the said M. B., of, in, and to the same, and every part thereof respectively; TO HAVE, hold, receive, and take the said legacy or sum of £., and all and every other sum and sums of money hereby assigned as aforesaid, or intended so to be, and every part thereof respectively, unto and by the said J. B. and J. T., their executors, administrators, and assigns; BUT nevertheless upon the trusts, and for the intents and purposes hereinafter expressed and declared, of and concerning the same. AND for the considerations aforesaid, she, the said M. B., with the consent and approbation of the said W. D., (testified as aforesaid): And also he, the said W. D., do, and each of them doth make, nominate, and appoint, and in their place and stead, put the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, their true and lawful attorneys and attorney, for and in the name and names of them, the said W. D. and M. B., and each of them, but upon the trusts hereinafter mentioned concerning the same, to ask, demand, recover, and receive of and from the said J. W., and W. T., and each of them, and of and from all and every other person and persons, that is or are, or shall or may be liable to pay the same legacy or sum of £., and all and every other sum and sums of money hereby assigned, or intended so to be, and every part thereof respectively. And on receipt thereof, or of any part thereof respectively, for and in the name and names of them, the said W. D. and M. B., and each of them, or in the name or names of them, the said J. B. and J. T., or the survivor of them, or the executors, administrators, or assigns of such survivor, to give, sign, and execute any receipt or receipts, acquittance or acquittances, release or releases, or other effectual discharge or discharges, for the same; and on non-payment thereof, or of any part thereof respectively, for and in the name and names of them, the said W. D. and M. B., and each of them, to bring, commence, carry on, and prosecute any action or actions, suit or suits, or other proceeding or proceedings whatsoever, and generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, relative to the receipt or recovery of the said legacy, or sum or sums of money hereby assigned, or intended so to be, and every or any part thereof respectively, as fully and absolutely, to all intents and purposes whatsoever, as they, the said W. D. and M. B., or either of them, might or could do in their proper persons. AND it is hereby agreed and

Habendum.

Upon trusts following.

Power of attorney to trustees.

Declaration of trust as

to said bank annuities. declared, by and between the said parties to these presents, that the said J. B. and J. T., and the survivor of them, and the executors and administrators of such survivor, shall stand possessed of and interested in the said capital sum of 3 per cent. reduced bank annuities, so transferred to them, the said J. B. and J. T., and also of and in the said legacy, or sum or sums of money assigned as aforesaid, and the interest, dividends, and annual produce thereof, and every part thereof respectively, upon the several trusts, and for the several intents and purposes hereinafter expressed and declared of and concerning the same respectively; (that is to say), as to the said capital sum of £, 3 per cent. bank annuities, IN TRUST for the said W. D., his executors and administrators, until the intended marriage shall be had. And as to the said legacy, or sum or sums hereby assigned or intended so to be, in trust for the said M. B., her executors and administrators, until the said intended marriage shall be had. And from and immediately after the solemnization thereof, then, as, to, for, and concerning, as well the said capital sum of £, 3 per cent. bank annuities, as also the said legacy, or sum or sums hereby assigned, upon trust, from time to time, to pay to, or to authorize and empower the said W. D., and his assigns, to receive and take the interest, dividends, and annual produce thereof, and of every part thereof respectively, for and during the term of the joint lives of him, the said W. D., and the said M. B., to and for his and their own use and benefit. And from and immediately after the decease of the said W. D., in case the said M. B. shall survive him, and there shall be two or more children of the body of the said W. D., on the body of the said M. B. begotten, and if the whole of the fortune of the said M. B. shall amount to the said sum of £, or upwards, then upon trust, that they, the said trustees and survivor of them, and the executors, administrators, or assigns of such survivor, do and shall pay the sum of £, part of such fortune, to her, the said M. B., or her assigns, absolutely, to and for her and their own use, and benefit; and do and shall in such case pay to, or authorize and empower the said M. B. and her assigns, from time to time, to receive and take the yearly interest of the remainder of her said fortune, for and during the term of her natural life, to and for her and their own use and benefit. AND UPON FURTHER TRUST, that they, the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall in such case, after the decease of the said W. D., transfer and make

W. D., till marriage, trusts to M. B. for fortune for her till marriage.

After marriage, as to said bank annuities, and M. B.'s fortune, upon trust for W. D., to receive interest during joint lives of himself and M. B., if M. B. survives W. D., and there are two or more children, and her fortune amounts to £. and upwards, the trustees to pay £. to M. B. for her own use,

and transfer bank annuities after W. D.'s death, and pay the re-

over the said capital sum of £. 3 per cent. bank annuities; and do and shall, after the decease of the said M. B., pay such remainder of the fortune of her the said M. B. as aforesaid, to or between, or among such two or more children as are hereinbefore mentioned, equally, share and share alike, their respective shares of the aforesaid capital sum of £., &c., to be transferred to them respectively at their respective ages of 21 years, if the said W. D. shall be then dead, and their respective shares of such remainder of the fortune of the said M. B. as aforesaid, to be paid to them respectively at their said respective ages of 21 years, if the said M. B. shall be then dead. mainder (after deducting M. B.'s fortune) after her death among the children equally. AND in case such two or more children, or any of them, shall attain their, his, or her said age or respective ages of 21 years, in the lifetime of the said W. D. and M. D., or the survivor of them, then the shares and share of such children or child so attaining the said age of 21 years, of and in the said capital sum of £. 3 per cent. bank annuities, and also of and in such remainder of the fortune of the said M. B. as aforesaid, shall be considered as vested interests or vested interest in them, him, or her respectively, and shall be transmissible to their, his, or her respective executors or administrators; YET so, nevertheless, as that the payment of the said capital sum of, &c., shall be postponed until after the decease of the said W. D., and the payment of such remainder of the fortune of the said M. B., shall be postponed until after the decease of the said M. B. Children's shares to vest at 21. AND UPON THIS FURTHER TRUST, that in case the said M. B. shall survive the said W. D., and there shall be two or more such children as aforesaid, and the whole of the fortune of the said M. B., shall not amount to the sum of £. or upwards, then they the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall, after the decease of the said W. D., in the first place, with and out of the fortune of the said M. B., set apart and appropriate the sum of £., for the purposes hereinafter mentioned concerning the same, and do and shall pay all the surplus or residue of the said fortune, (which shall remain after answering the said sum of £. as aforesaid), unto her the said M. B., or her assigns, absolutely, for her and their own use and benefit, and do and shall, in the first place, pay to, or authorize and empower the said M. B. and her assigns, from time to time to receive and take the yearly interest of the said sum of £., so to be set apart and appropriated as aforesaid, from the time of the decease of the said W. D., for and during the term of her life, to and But if M. B. survive W. D., and her fortune shall not amount to £., then trustees to set apart £. of her fortune and pay the residue thereof to her, and permit her to receive for her life the interest of said £.

Said bank annuities, after W. D.'s decease, and said $\frac{1}{3}$ after M. B.'s decease, to be divided among the child

If M. B. survives W. D. and there shall be but only one child, then trustees to set apart $\frac{1}{3}$ of M. B.'s fortune, and pay all the residue thereof to her,

and permit her to receive for life the interest of said $\frac{1}{3}$, and also of one-third part of annuities.

After W. D.'s death, trustees to transfer two-thirds of said bank annuities.

And after M. D.'s decease, the said sum of

for her and their own use and benefit. AND that they the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall in such case, after the decease of the said W. D., stand possessed of the said capital sum of £ 3 per cent. bank annuities, and also do and shall, after the decease of the said M. B., stand possessed of and interested in the said sum of £, so to be set apart and appropriated as aforesaid, IN TRUST for, and for the benefit of such two or more children as aforesaid, in the same manner, and to vest and be payable at such age or respective ages, and for such and the same rights and interests as is and are hereinbefore mentioned with respect to the said bank annuities, and to such remainder of the fortune of the said M. B. as aforesaid. AND UPON THIS FURTHER TRUST, that in case the said M. B. shall survive the said W. D., and there shall be only one child of the body of the said W. D. by the said M. B., or there being more such children than one, if all of them, (except one child), shall die before they or any of them shall attain their, his, or her age or respective ages of 21 years, then that they the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, after the decease of the said W. D. in the first place, with and out of the fortune of the said M. B., set apart and appropriate the sum of £, hereinafter mentioned concerning the same; and do and shall pay all the residue and surplus of the said fortune, (which shall remain after answering the said last mentioned sum of £ as aforesaid), unto her the said M. B. or her assigns, absolutely, for her and their own use and benefit, and do and shall in such case, from time to time, pay to, or authorize or empower the said M. B., or her assigns, to receive and take the yearly interest of the said last-mentioned sum of £, so to be set apart and appropriated as aforesaid; and also the interest, dividends, and annual produce of one full third part of the said capital sum of £ 3 per cent. bank annuities, to become payable from the time of the decease of the said W. D., for and during the term of her life, to and for her and their own use and benefit. AND UPON THIS FURTHER TRUST, that they the said J. B. and J. T., and the survivor of them, his executors, administrators, and assigns, do and shall in such case, after the decease of the said W. D., transfer and make over the two remaining third parts of the said capital sum of £ 3 per cent. bank annuities. AND do and shall in such case, after the decease of the survivor of them the said W. D. and M. B., pay the said last

mentioned sum of £, so to be set apart and appropriated, as aforesaid. AND ALSO the said first-mentioned third part of the said capital sum of £, 3 per cent. bank annuities, to such only surviving or only child, the said two third parts of the said capital sum of £, 3 per cent. bank annuities to be transferred to such only surviving or only child at his or her age of 21 years, in case he or she shall attain that age after the decease of the said W. D., but if such only surviving or only child shall have attained his or her age of 21 years in the life-time of the said W. D., then, and from thenceforth, the said two third parts of the said capital sum of £, 3 per cent. bank annuities, shall be considered as a vested interest in such only surviving or only child, and shall be transmissible to his or her executors or administrators, yet so, nevertheless, as that the transfer thereof shall be postponed until after the decease of the said W. D.; and the said sum of £, so to be set apart and appropriated as last aforesaid, and also the first-mentioned third part of the said capital sum of £, 3 per cent. bank annuities, to be paid and transferred to such only surviving or only child, at his or her age of 21 years, in case he or she shall attain that age, after the decease of the survivor of them, the said W. D. and M. B., but if such only surviving, or only child, shall have attained his or her age of 21 years, during the lives of the said W. D. and M. B., or the life of the survivor of them, that then, and from thenceforth, the said sum of £, so to be set apart and appropriated as last aforesaid, and also the said first-mentioned third part of the said capital sum of £, 3 per cent. bank annuities, shall be considered as a vested interest in such surviving or only child, and shall be transmissible to his or her executors or administrators, yet so, nevertheless, as that the transfer and payment shall be postponed till after the decease of the survivor of them, the said W. D. and M. B. AND UPON THIS FURTHER TRUST, that in case the said M. B. shall happen to survive the said W. D., and there shall not be any child or children of the said W. D., by the said M. B., or there being any such child or children, if all of them shall die before any of them shall attain his, her, or their age, or respective ages, of 21 years, then they, the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, after the decease of the said W. D., and after such failure of issue as aforesaid, pay the whole of the said fortune of the said M. B., to her, the said M. B., or her assigns absolutely, for her and their own use and benefit; AND do

£. and the remaining third part of said bank annuities to such only child at 21 years.

If M. B. survives W. D., and there is no child, trustees after death of W. D., to pay M. B. the whole of her fortune; and permit her to re-

ceive the interest of bank annuities for life, and after her decease transfer the same to the executors of W. D., &c.

and shall in such case pay to, or authorize and empower the said M. B., and her assigns, to receive and take all the interest, dividends, and annual produce of the said capital sum of £, 3 per cent. bank annuities, which, from the time of the decease of the said W. D., shall become payable, for and during the term of her life, to and for her and their own use and benefit; and do and shall, in such case, after the decease of the said M. B., and after such failure of issue as aforesaid, transfer and make over the said capital sum of £,

If W. D. survives M. B., and there are two or more children, and M. B.'s fortune shall amount to £, then to raise £ for W. D., &c.,

3 per cent. bank annuities, to the executors or administrators of the said W. D., or otherwise, as he shall dispose of the same. AND UPON THIS FURTHER TRUST, that in case the said W. D. shall survive the said M. B., and there shall be two or more children of the body of the said W. D., on the body of the said M. B. begotten, and if the whole of the fortune of the said M. B. shall amount to the sum of £, or upwards, then they, the said J. B. and J. T., and the survivor of them, do and shall, immediately after the decease of the said M. B., with and out of the said capital sum of £, 3 per cent. bank annuities, and the said trust-

and pay the remainder of the trust monies,

monies hereinbefore mentioned and assigned, or either of them, or any part thereof respectively, raise the sum of £, and pay the same to the said W. D. or his assigns, absolutely, for his and their own use and benefit, and do and shall, by such ways and means as aforesaid, raise the further sum of £, and do and shall, from time to time, pay to, or authorize and empower the said W. D., and his assigns, to receive and take the interest, dividends, and annual produce of the said last-mentioned sum of £, for and during the term of his life, to and for his and their own use and benefit; AND UPON THIS FURTHER TRUST, that the said trustees or trustee for the time being, do and shall, in such case, after the decease of the said M. B., transfer and pay so much of the said capital sum of £, 3 per cent. bank annuities, and of the said trust monies as shall remain, after answering the said two several sums of £ each, for the purpose aforesaid. AND

and also the last-mentioned sum of £ among the children equally at 21.

ALSO do and shall, in such case, after the decease of the said W. D., pay the said sum of £, the interest whereof is hereby directed to be paid to the said W. D. and his assigns, for his life as aforesaid, to and among such two or more children as are hereinbefore mentioned, equally, share and share alike, their respective shares thereof, (except as to the last-mentioned sum of £), to be transferred and paid to them respectively, at their respective ages of 21 years, in case they shall respectively attain that age after the decease of

the said M. B.; and the share or shares of such of the said children as shall attain that age in the lifetime of the said M. B., of and in the same (except as aforesaid) shall be considered as a vested interest or vested interests in him, her, or them respectively, and shall be transmissible to his, her, or their respective executors or administrators; yet so, nevertheless, as that the transfer and payment thereof shall be postponed until after the decease of the said M. B., and the respective shares of the said children, of and in the sum of £. whereof the said W. D. is to receive the interest for his life as aforesaid, to be paid to such two or more children at their respective ages of 21 years, in case they shall attain that age after the decease of the said W. D.; and the share or shares of such of the said children as shall attain the said age of 21 years during the life of the said W. D., of and in the said last-mentioned sum of £. to be considered as a vested interest and vested interests in him, her, or them respectively, and to be transmissible to his, her, or their respective executors or administrators; yet so, nevertheless, as that the payment thereof shall be postponed until after the decease of the said W. D.

AND UPON THIS FURTHER TRUST, that in case the said W. D. shall survive the said M. B., and there shall be two or more such children as aforesaid, and the whole of the fortune of the said M. B., shall not amount to the sum of £. or upwards, then that they the said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, after the decease of the said M. B., with and out of the said capital sum of £. 3 per cent. bank annuities, and the said trust-money hereinbefore mentioned and assigned, or any part thereof, raise the sum of £., and do and shall stand possessed thereof, and interested in the same, upon the trusts, and for the intents and purposes hereinafter mentioned concerning the same, and do and shall transfer and pay all the surplus and residue of the said bank annuities and trust-moneys respectively (which shall remain after answering and raising the said last-mentioned sum of £. as aforesaid) unto him the said W. D., or his assigns, absolutely, for his and their own use and benefit. AND it is hereby declared and agreed, that the said B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of, and interested in the said last-mentioned sum of £., UPON TRUST to pay to, or authorize and empower the said W. D., and his assigns, to receive and take the interest, dividends, and annual produce of the sum of £., part of the said sum of £., to

If W. D. survives M. B., and her fortune should not amount to £. and there shall be two or more children, then trustees to raise £. out of the annuities and trust-moneys, and pay the residue to W. D.

And permit him to receive the interest of £. part of £. for his life.

become payable from the time of the decease of the said M. B., for and during the term of his life, to and for his and their own use and benefit. AND UPON THIS FURTHER TRUST, that they the said J. B. and J. T., and the survivor, &c., do and shall, in such case, after the decease of the said M. B., stand possessed of, and interested in the remaining part of the said sum of £. AND ALSO do and shall, after the decease of the said W. D., stand possessed of, and interested in the said sum of £. last-mentioned, part of the said sum of £. (the interest whereof is hereby directed to be paid to the said W. D., and his assigns, for his life as aforesaid), IN TRUST for, and for the benefit of such two or more children as aforesaid, in the same manner, and to vest and be payable at such age or respective ages, and for such and the same rights and interests as is and are hereinbefore mentioned with respect to the said bank annuities and trust-monies, after paying to the said W. D., or his assigns, the sum of £. part thereof, and raising the further sum of £. other part thereof, the interest whereof is hereinbefore directed to be paid to him and his assigns, for his life as aforesaid, in case the fortune of the said M. B. shall amount to the sum of £. or upwards. AND UPON THIS FURTHER TRUST, that in case the said W. D. shall survive the said M. B., and there shall be only one such child of the said M. B., or there being more such children than one, if all of them (except one child) shall die before they or any of them shall attain his, her, or their respective ages of 21 years, then that they the said J. B. and J. T., and the survivor, &c., do and shall, after the decease of the said M. B., with and out of the capital sum of £. 3 per cent. bank annuities, and the said trust-monies, raise the sum of £., and do and shall stand possessed of and interested in the same, upon the trusts, and to and for the intents and purposes hereinafter declared or mentioned, AND do and shall transfer and pay all the surplus or residue of the said capital sum of £. per cent. bank annuities, and of the said trust-monies which shall remain after answering the said last-mentioned sum of £. to the said W. D. or his assigns, absolutely, for his and their use and benefit. AND it is hereby declared and agreed, that the said J. B. and J. T., and the survivor, &c., shall stand possessed of and interested in the last-mentioned sum of £. so to be raised as aforesaid, upon the trusts, and for the intents and purposes following; (that is to say), UPON TRUST, from time to time, to pay to, or authorize and empower, the said W. D. and his assigns, to receive and take the interest, dividends, and annual produce of the

The residue of £. to be paid to the children at 21, and the residue after W. D.'s death to be also paid them in equal shares.

In case W. D. shall survive M. B. and there shall be only one child, then trustees to raise £., and pay the residue of trust-monies to W. B.

And permit him to receive for his life, the interest of £. part thereof.

said sum of £., (being a moiety or half part of the said last-mentioned sum of £.), to become payable from the time of the decease of the said M. B., for and during the term of his life, to and for his and their own use and benefit; AND UPON THIS FURTHER TRUST, The other that they the said J. B. and J. T., and the survivor, &c. ^{l. resi-} shall pay and transfer the said last-mentioned sum of ^{due of £.} £., and all the stocks, funds, and securities in or ^{to be paid} upon which the same, or any part thereof, shall be laid ^{to such one} out and invested to such only surviving or only child as ^{child at 21.} aforesaid, in manner following; (that is to say), one moiety or half part to be transferred to him, or her, at his or her age of 21 years, and the other moiety or half part thereof to be also transferred to him or her at his or her said age of 21 years, in case he or she shall attain that age after the decease of the said W. D. But in case such only surviving or only child shall attain his or her age of 21 years in the lifetime of the said W. D., then the said last-mentioned moiety or half-part of the last-mentioned sum of £., and all stocks, funds, and securities in or upon which the same or any part thereof shall be laid out and invested, shall be considered as a vested interest in such only surviving or only child, and shall be transmissible to his or her respective executors or administrators; YET SO, nevertheless, as that the payment and transfer thereof shall be postponed until after the decease of the said W. D. AND UPON THIS FURTHER TRUST, that in ^{If M. D.} case the said W. D., shall happen to survive the said ^{survives M.} M. B., and there shall not be any child or children of ^{B., and} the said W. D. by the said M. B., or there being any ^{there shall} such child or children, if all of them shall die before ^{be no child,} any of them shall attain the age of 21 years, then ^{then the} they the said J. B. and J. T., and the survivor, &c., ^{trust-} do and shall, after the decease of the said M. B., and ^{monies to} after such failure of issue as aforesaid, transfer and pay ^{be paid to} the said capital sum of £. 3 per cent. bank annuities, and all such other trust-monies as aforesaid, unto the said W. D., his executors, administrators, or assigns, absolutely, for his and their own use and benefit. ^{him.} AND UPON THIS FURTHER TRUST, that they the said ^{Trustees to} J. B. and J. T., and the survivor, &c., do and shall, ^{apply such} after the respective deceases of the said W. D. and M. ^{part of} B., and in the mean time, and until the share or shares, ^{children's} or portion or portions, of such child or children as aforesaid shall become transferrable and payable by virtue of ^{portions as} these presents, by, with, or out of the interests, dividends, or annual produce of the share or shares, portion or portions, of such child or children respectively, ^{they think} pay and apply such yearly and other sums of money as ^{fit, towards} ^{their main-} ^{tenance,} ^{&c.}

Children's
shares to
survive in
case of
death of
any before
21.

If only two
children,
no benefit
of survivor-
ship to be
had.

Power for
trustees to
apply any
part of
children's
portions for
their ad-

the said trustees or trustee for the time being shall think proper, in, for, or towards the maintenance and education of such child or children respectively, and do and shall permit and suffer the surplus or residue (if any) of the dividends, interest, and annual produce of the share or shares, or portion or portions, of such child or children respectively, to accumulate, for the benefit of such person or persons as shall be entitled thereto by virtue of these presents; PROVIDED ALWAYS, and it is hereby declared, by and between the said parties to these presents, that if there shall be three or more children of the said W. D., by the said M. B., and any one or more of such three or more children shall die before he, she, or they shall attain his, her, or their age or respective ages of 21 years, then all and every the share and shares of him, her, or them respectively, so dying, of and in the said capital sum of £, 3 per cent. bank annuities, and also of and in all such other trust-monies as aforesaid, shall from time to time go and accrue to the survivors of such children, and be equally divided between or amongst them, and shall be transferred and paid to them respectively, when and as their respective original shares shall become transferrable or payable, by virtue of these presents. AND in case of the death of any other or others of such three or more children, before he, she, or they shall have attained his, her, or their said age or respective ages of 21 years, then all and every such accruing or surviving share and shares then untransferred and unpaid, of such child or children respectively so dying, of and in the said capital sum of £, 3 per cent. bank annuities, and also of and in such trust-monies as aforesaid, shall again from time to time be subject and liable to such further right, chance, contingency, or condition of accruer or survivorship, to the survivors of the said children, as hereinbefore is mentioned, touching their said original share or shares; PROVIDED ALWAYS, that if there shall be only two such children as aforesaid, or there being more than two such children, if all of them, except two children, shall die before their said respective portions shall become transferrable or payable by virtue of these presents, no benefit of accruer or survivorship shall be had or taken by either of such two children, in case of the death of the other of them, before he or she shall attain his or her age of 21 years; PROVIDED ALSO, and it is hereby declared and agreed, that it shall and may be lawful to and for the said J. B. and J. T., and the survivor of them, and the executors, &c., at any time or times during the lives and life of the said W. D. and M. B., and of the survivor of them, with the

consent and approbation of them, or the survivor of them, to be testified in writing, under the hands or hand ^{vancement in life.}

of them, or the survivor of them, and after the decease of the said W. D. and M. B., then of the proper authority of the said trustee or trustees for the time being, as the case shall happen, to pay and apply any part or parts of the share or shares, or portion or portions, of any such child or children as aforesaid, for the putting of him, her, or them to any business, profession, or employment, or otherwise, for his, her, or their preferment or advancement in the world, notwithstanding he, she, or they shall not then have attained his, her, or their said age or respective ages of 21 years; PROVIDED

Power for trustees to transfer or dispose of securities.

ALSO, and it is hereby further declared and agreed, that it shall and may be lawful to and for the said J. B. and J. T., and the survivor of them, &c., and the executors, &c., at any time or times after the solemnization of the said intended marriage, with the consent and approbation of the said W. D. and M. B., or the survivor of them, testified by some writing, signed by them, or the survivor of them, with his, their, or her own hands or hand, if they or either of them shall be then living, and after the decease of both of them, then of the proper authority of the said trustees or trustee for the time being, as the same shall happen to sell, transfer, and dispose of the said capital sum of £. 3 per cent. bank annuities, or any part thereof and with such consent and approbation, and testified as aforesaid, or of their or his own authority, as the case shall happen, to lay out and invest the money to arise by any such sale or transfer, and also all such other trust-moneys as aforesaid, when and as the same shall be received or got in, or any part thereof respectively, in the names or name of them the said J. B. and J. T., or the survivor of them, or the executors, administrators, or assigns of such survivor, in the public stocks or funds, or in government or real securities, either freehold, copyhold, or leasehold, of a sufficient value, to be from time to time in like manner altered, varied, sold, transferred, and disposed of, when and as often as occasion shall require. AND it is hereby declared and agreed, that the

New securities to be on the same trusts.

said J. B. and J. T., and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of, and interested in all such new or other stocks, funds, and securities as aforesaid, and the interest, dividends, and annual produce thereof, and of every part thereof respectively, upon such and the same trusts, and for such and the same ends, intents, and purposes, as are hereinbefore expressed and declared, of and concerning the said capital sum of £.

Power for
trustees to
appoint
others in
case of
death, or
refusal to
act.

3 per cent bank annuities, and such other trust-monies as aforesaid, and the interest, dividends, and annual produce thereof respectively, or as near thereto as the death of the parties, and other circumstances, will admit of; PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the said parties to these presents, that if the said J. B. and J. T., or either of them, or any succeeding trustee or trustees, to be nominated in their or either of their stead or place, as hereinafter is mentioned, shall, during the continuance of any of the aforesaid trusts, happen to die, or desire to be discharged from the said trusts, or refuse to act in the execution of the same, then, and so often, it shall and may be lawful, to and for the remaining or other of the said trustees, or the executors or administrators of the survivor of them, by any deed or deeds, writing or writings, under their or his hands and seals, or hand and seal, attested by two or more credible witnesses, from time to time, and as often as by the death, resignation, or refusal to act of the said trustees, or any of them, it shall become necessary or requisite, with the consent and approbation of the said W. D. and M. B., or the survivor of them, during the lives or life of them, and the survivor of them, testified by some writing, signed with their, his, or her hands or hand, and after the decease of such survivor, to or for the remaining or other trustee or trustees, or the executors or administrators of the survivor of them, of their or his own authority, as the case shall happen, to nominate and appoint any other person or persons to be a trustee or trustees for the purposes aforesaid, in the stead or place of the trustee or trustees so dying, desiring to be discharged, or refusing to act as aforesaid, and when either of the present trustees, or any future trustee or trustees, shall desire to be discharged from the said trusts, it shall and may be lawful, to and for him or them to resign, release, assign, relinquish, and give up his and their trust and interest in such stocks, funds, securities, and monies as aforesaid, to the other trustee or trustees, and every new trustee to become interested in the premises to and with the former trustee and trustees, (other than such as shall have desired to be discharged from the said trusts, or who shall have relinquished, released, or assigned his and their trust and interest as aforesaid), shall, in like manner, have full power and authority, as often as it shall be necessary or requisite, with such consent, and testified as aforesaid, if the said W. D. and M. B., or either of them, shall be then living, or else of the proper authority of the said trustees or trustee for the time being, as the case may happen, to nominate

and appoint any other person or persons to succeed in the trusts, and to stand and be a trustee or trustees for the purposes aforesaid, in the room or stead of any former trustee or trustees so dying, or desiring to be discharged from the said trusts. And it is hereby declared, that from and after every such nomination and appointment as aforesaid, all such acts, deeds, matters, and things shall be done, executed, and performed, as shall be necessary or advisable for vesting all such stocks, funds, securities, and monies as aforesaid, as well in the remaining trustee or trustees, who shall be willing to act in the said trusts, as in such new trustee or trustees, upon the same trusts, and for the same intents and purposes as are heretofore expressed and declared, of and concerning the same respectively, or such of them as shall be then subsisting, undetermined, &c., capable of taking effect, or of being performed, or as near thereto as may be: PROVIDED ALSO, and it is hereby likewise declared and agreed, by and between the said parties to these presents, that the said J. B. and J. T., and such new trustee or trustees as aforesaid, and each and every of them, and the executors, administrators, and assigns of them, and each and every of them, shall be charged and chargeable only for such monies as they shall respectively actually receive, by virtue of the aforesaid trusts, and any one or more of them shall not be answerable or accountable for the other or others of them, but each and every of them for his own acts, receipts, neglects, or defaults only; neither shall they, or either or any of them, be answerable for any bank, banker, goldsmith, broker, or other person with whom, or in whose hands any part of the trust-monies shall or may be lodged or deposited for safe custody, or otherwise, in the execution of any of the aforesaid trusts, neither shall they, the said trustees, or either or any of them, be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks, or funds, in or upon which the said trust-monies, or any part thereof, shall or may be placed out or invested, nor for any other loss, misfortune, or damage which may happen in the execution of any of the aforesaid trusts, or in relation thereto, unless the same shall happen by or through their own wilful defaults respectively. AND ALSO, that they, the said trustees, and each and every of them, and the executors, administrators, or assigns of them, and each and every of them, shall and may, with and out of such monies as shall come to their respective hands by virtue of the aforesaid trusts, retain to, and reimburse himself and themselves respectively; and also pay or allow to his

Proviso for
trustees' in-
demnifica-
tions.

To retain
their ex-
penses.

Covenant
from W. D.
for further
assurances.

and their co-trustees, all costs, charges, damages, and expenses which they, or either or any of them, shall or may suffer, sustain, expend, disburse, be at, or be put unto in the execution of any of the aforesaid trusts, or in relation thereto. AND the said W. D., for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said J. B. and J. T., their executors, administrators, and assigns, by these presents, that he, the said W. D., and all and every the person and persons lawfully claiming, or to claim, by, from, under, or in trust for him, shall and will, from time to time, and at all times after the solemnization of the said intended marriage, upon the request and desire of the said J. B. or J. T., or either of them, or the executors, administrators, or assigns of them, or either of them, make, do, and execute, or cause and procure to be made, &c., all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, assignments, and assurances in the law whatsoever, for the further and better confirming and corroborating these presents, and every clause, matter, and thing herein contained, and for the better enabling the several trustees aforesaid, and their several and respective executors, administrators, and assigns, to execute and perform the said trusts according to the true intent and meaning of these presents, as by the said J. B. and J. T., or either of them, or the executors, administrators, or assigns of them, or either of them, or their or either or any of their counsel, shall be reasonably devised, advised, and required. AND LASTLY, it is hereby declared and agreed, by and between all the said parties to these presents, that the settlement and provision hereby made, or intended to be made, for the said M. B., is for and in the name, and in nature of a jointure for her, the said M. B., and in lieu, recompense, satisfaction, and bar of all such dower and thirds at the common law, or by custom or otherwise, which she may, or otherwise might have, claim, challenge, or demand, of, in, to, or out of any messuages, lands, tenements, or hereditaments, which he, the said W. D., is or shall, or may be seised or possessed of, interested in, or entitled unto, for any estate of inheritance during the said intended coverture. IN WITNESS, &c.

Declaration
that settle-
ment is in
bar of dower.



*Articles before Marriage, of the Estate of a Lady,
(who was a Minor), seised as Tenant in Tail in
order to ground a future Settlement (1).*

ARTICLES OF AGREEMENT, &c., between R. K., of the first part; M. N., an infant under the age of 21 years, (that is to say), of the age of years, or thereabouts, of the second part; S. N., (guardian of the said M. N.), of the third part; and A. B., of the fourth part.

WHEREAS, a marriage is agreed upon, and intended to be shortly had and solemnized, between the said R. K. and M. N., with the consent and approbation of the said S. N., (testified by his being party to and executing these presents); AND WHEREAS, the said M. N. is seised of as tenant in tail, or otherwise entitled to several freehold and copyhold estates, under and by virtue of certain indentures, &c., bearing date, &c., and made or mentioned to be made between, &c. And upon the treaty for the said intended marriage, it was agreed, that on her coming of age, such a settlement should be made of her said real estates as hereinafter is mentioned. NOW THESE PRESENTS WITNESS, that in consideration and contemplation of the said intended marriage between the said R. K. and M. N., and in pursuance of the said agreement, she, the said M. N., (by and with the consent and approbation, as well of the said R. K., as of the said S. N., testified as aforesaid), doth hereby, so far as in her lies, declare and agree, that so soon as she, the said M. N., shall attain the age of 21 years, and so from time to time, as she shall be entitled by law to act therein, she, the said M. N., shall and will do, perform, consent to, join in, and execute. And the said R. K. doth hereby covenant, promise, and agree, to and with the said A. B., his heirs and assigns, that he will join with the said M. N. in executing and doing all such deeds, acts, assurances, matters, and things, as well by fine or fines, common recovery or common recoveries, deed or deeds inrolled or not inrolled, surrender or surrenders, or by any other means as shall be requisite or reasonable for the granting, settling, surrendering, and assuring all and every the messuages or tenements, lands, hereditaments, and premises whatsoever, be the same freehold or copyhold, or of any other tenure whereunto she the said M. N. is now, or at the time of the solemnization of the said intended marriage between the said R. K. and M. N.

(1) The marriage-articles of a female infant are held to be binding on her, and no subsequent act by her and her husband can avoid it. See 1 Brown Rep. in Chan., p. 116.

shall be entitled to or interested in for any estate of freehold or inheritance in possession or reversion, either in law or equity, by, from, or through, or by virtue of the indenture, &c., hereinbefore mentioned, or by descent or otherwise, to and for the several uses, intents, and purposes hereinafter mentioned; (that is to say), to the use of the said R. K. and his assigns, during the term of his natural life, without impeachment of waste, with remainder to trustees therein to be named, and their heirs, during the life of the said R. K. UPON TRUST, to preserve the contingent remainders, with remainder to the said M. N. and her assigns, during the term of her natural life, without impeachment of waste, with remainder to the trustees and their heirs, during the life of the said M. N., upon trust to preserve the contingent remainders, remainder to the first and other sons of the said M. N. by the said R. K., severally and successively in tail general, remainder to the daughters of the said M. N. by the said R. K., as tenants in common in tail general, remainder to such uses as she the said M. N. shall, notwithstanding her said intended coverture, by any deed or will, give, direct, limit, or appoint, with the ultimate remainder to the said M. N. in fee, in which said settlement, conveyances, and assurances so to be made as aforesaid, shall be inserted a power for the said R. K. and M. N., during their joint lives, and for the said M. N., in case she shall survive the said R. K., to charge the said premises with any sum or sums of money not exceeding £. for the benefit of any one or more of the younger children of the said R. K. by the said M. N., and also a power for the said M. N. if she survives the said R. K., to charge the said premises with any sum not exceeding £. for any purpose she may think proper, with power for the said R. K. and M. N., to create terms of years for raising the said several sums of money as are in such cases usual. AND also a power for the tenants for life in possession, and the guardians for any tenant in tail during minority, to grant leases of any part of the premises to be settled for 21 years, in possession, and also powers for selling and exchanging lands, and investing the money and purchasing other lands in lieu thereof, to be settled for the like uses, and placing out such monies till such purchases made on real or government securities, and likewise all other powers, provisions, clauses, covenants, and agreements usually inserted in settlements of the like nature, and which shall be proper for effecting any of the purposes aforesaid. IN WITNESS, &c.

Settlement of Lands after Marriage.

THIS INDENTURE, made, &c., the day of, &c.,
between A. B., of, &c., and M. his wife, of, &c.,
the only child and heir at law of S. M., late of,
&c., gent., deceased, of the first part; C. D. and
E. F., of the second part; and G. H. and I. K.,
of the third part.

Recital.

WHEREAS, the said S. M. departed this life intestate, leaving the said M. B. his only daughter and heir at law, and on his decease, the messuage or tenement, farm, lands, hereditaments, and premises, hereinafter mentioned, and intended to be settled and assured, with the appurtenances, descended and came unto her the said M., wife of the said A. B., as the sole daughter and heir of the said S. M. AND WHEREAS, the said A. B. and M. his wife, have two children, one son and one daughter now living, (to wit), E. B. and F. B., and may have more. AND WHEREAS, the said A. B. and M. his wife, have proposed and agreed to settle and convey the said messuage or tenement, farm, lands, and hereditaments, in favor and for the benefit of them the said A. B. and M. his wife, and their children and issue as hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for carrying the same into effect, and in consideration of the sum of 10s. of lawful money of *Great Britain*, to the said A. B. and M. his wife in hand paid, by the said C. D. and E. F., at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations therein, them the said A. B. and M. his wife thereunto moving, they the said A. B. and M. his wife, HAVE, and each of them hath granted, bargained, sold, released, and confirmed, and by these presents do, and each of them BOTH grant, bargain, sell, release, and confirm unto the said C. D. and E. F., (in their actual possession, &c.), and to their heirs and assigns, ALL, &c., and all houses, and the reversion, &c., and all the estate, &c., TO HAVE AND TO HOLD the said messuage or tenement, farm, lands, and hereditaments hereinbefore described, and intended to be hereby released, with the appurtenances, unto the said C. D. and E. F., their heirs and assigns, To and for the several uses upon the trusts, and to and for the intents and purposes hereinafter mentioned, expressed, and declared, of or concerning the same. And, &c., (*here was added a covenant from A. B., that he and the said M. his wife, would levy a fine sur conuizance de droit come ceo, &c., unto*

Witnesseth.

Uses de-
clared.

To such
uses as man
and wife
shall jointly
direct.

In default,
to A. B. for
life.
Trustees to
preserve
contingent
uses.

To wife for
life.

the said C. D., (one of the trustees) and his heirs).
And it is hereby agreed and declared, by and between the said parties to these presents, that the grant and release hereinbefore expressed and contained, and the fine hereinbefore covenanted to be levied, shall respectively as to the said messuage or tenement, farm, lands, hereditaments, and premises, operate, be, and enure, to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, agreements, and declarations, and subject and charged in such manner, as the said A. B. and M. his wife, notwithstanding her coverture, by any deed or deeds, instrument or instruments in writing, to be by them jointly sealed and delivered, in the presence of, and attested by, two or more credible witnesses, should from time to time, or at any one time, direct, limit, or appoint, and in default of, and until such direction, limitation, or appointment, and as to so much and such part thereof, whereof no such direction, limitation, or appointment shall be made and take effect, and subject in the meantime thereto, to the use of the said A. B. and his assigns, during the term of his natural life, without impeachment of waste, and from and immediately after the determination of that estate, by forfeiture or otherwise, in his life time, to the use of the said C. D. and E. F., and their heirs, during the life of the said A. B., in trust to support and preserve the contingent uses and estates hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions, as occasion shall require, but nevertheless to permit and suffer the said A. B. and his assigns, to receive and take the rents, issues, and profits of the said premises during his life, and from and after his decease, to the use of the said M. B. and her assigns, for and during the term of her natural life, without impeachment of waste, and from and immediately after the determination of that estate by forfeiture or otherwise in her lifetime, to the use of the said C. D. and E. F. and their heirs, during the life of the said M. B., in trust to preserve the contingent uses and estates hereinafter limited, from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall be or require, yet nevertheless, to permit and suffer the said M. B. and her assigns, to receive and take the rents, issues, and profits of the said premises during her life. And as, to, for, and concerning the said messuage, &c., mentioned and intended to be hereby granted and released, with the appurtenances, immediately from and after the decease of the survivor of them the said A. B., and M. his wife, to the use of the said G. H. and I. K., their executors, administrators, and assigns, for and during

the term of 500 years, from thence next ensuing, and fully to be complete and ended, without impeachment of waste, upon the trusts and to and for the intents and purposes, and under and subject to the proviso and declaration hereinafter expressed and declared, of or concerning the same. AND from and immediately after the expiration or other sooner determination of the said term of 500 years, and subject in the meantime thereto, and to the trusts thereof, for the use of the said E. B., the only son of the said A. B. and M. his wife, now living, and the heirs of the body of the said E. B. lawfully issuing, and in default of such issue, to the use of the second son of the body of the said A. B., on the body of the said M. his wife, begotten or to be begotten and hereafter to be born, and the heirs of the body of such second son issuing, and in default of such issue, to the use of the third, fourth, fifth, sixth, and seventh, and all and every son and sons of the body of the said A. B., on the body of the said M. his wife, begotten or to be begotten, and hereafter to be born, severally, successively, and in remainder, one after another, in order and course as they shall respectively be in priority of birth, and the several and respective heirs of the body and bodies, of all and every son and sons issuing, every elder of such sons, and the heirs of his body, being always to be preferred and to take before a younger of them and the heirs of his body; and in default of such issue, to the use of the said said F. B., the only daughter of the said A. B. and M. his wife, now living, and of all and every other the daughter and daughters of the said A. B. and M. his wife, begotten or to be begotten, and hereafter to be born, equally to be divided amongst them, as tenants in common, and of the heirs of the body and respective bodies of F. B., and of such daughter and daughters, issuing all the said daughters to take in equal shares and proportions as tenants in common, and in case of the death or failure of issue of the said F. B., or any of the daughters of the said A. B. and M. his wife, hereafter to be born, then as well the original part or share of such daughter or daughters so dying, and of whom there shall be a failure of issue as aforesaid, and also such other parts or shares, as shall rest in any of the said daughters so dying, or her, or their issue, by way of survivorship or accruer, upon the death and failure of issue of any other or others of the said daughters shall from time to time, go, remain, and be, TO THE USE of the survivor or survivors, and others and other of their said daughters, and the heirs of the body and respective bodies of such surviving and other daughter and daughters, issuing such surviving daugh-

Term of 500 years created in G. H. and I. K., with remainder to first and other sons, &c.

and in default, to daughters, as tenants in common.

And in default of such issue, to such uses as wife shall direct.

Trusts of the term of 500 years, for raising younger children's portions.

ters, if more than one, to take as tenants in common, and not as joint tenants, and in default of such issue, to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisions, agreements and declarations, as she the said M. B., shall by any deed or deeds, instrument or instruments in writing, &c., direct, limit, or appoint, and in default of such direction, limitation, or appointment, and as to so much and such part thereof, whereof no such direction, limitation, or appointment, shall be made, and take effect, to the use of the said A. B., his heirs and assigns, for ever. And it is hereby declared and agreed, by and between the said parties to these presents, that the said messuage, &c., hereby limited to the said G. H. and I. K., their executors, administrators, and assigns, for the said term of 500 years, are so limited to them the said G. H. and I. K., upon the trusts, and to and for the intents and purposes hereinafter expressed or declared, of or concerning the same; (that is to say), UPON TRUST, that they the said, &c., or the survivor of them, his executors, administrators, or assigns, do and shall, after the decease of the survivor of them, the said A. B. and M. his wife, by mortgage or sale of the said hereditaments and premises, comprised in the said term of 500 years, or of any part thereof, for all or any part of the said term, or by and out of the said rents and profits of the same premises, or by all or any of the same ways and means, or by any other ways or means, raise and levy the sum of £., for the portions of the said F. B., and of all and every other the child or children of them the said A. B. and M. his wife, begotten or to be begotten, and hereafter to be born, to be payable to them, at such times and in such proportions, manner and form as they, the said A. B. and M. his wife, during their joint lives, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by them jointly sealed and delivered, in the presence of, &c., shall from time to time direct, limit, or appoint, and in default of such joint direction or appointment, then as the survivor of them, the said A. B. and M. his wife, by any deed or deeds, instrument or instruments in writing, &c., to be sealed and delivered, &c., or by his or her last will and testament, &c., direct, limit, or appoint, and in default of such direction or appointment, as to so much and such part thereof, whereof no such direction or appointment shall be made and take effect, the same shall go to and belong to the said F. B., and all and every other the child or children of the said A. B. and M. his wife, begotten or to be begotten, and hereafter to be born, other

than an eldest or only son, and shall be equally divided between or among them, the said portion or respective portions to be interests vested in such of the said children, as shall be a son or sons, at his or their age or respective ages of 21 years, and in such of the said children, as shall be a daughter or daughters, at her or their age or respective ages of 21 years, or day or days of marriage, which shall first happen, but to be paid at the respective times hereinafter mentioned; (that is to say), the portion or respective portions of such of the said children, being a son or sons, as shall be under the age of 21 years, at the time of the decease of the survivor of them the said A. B. and M. his wife, to be paid, as and when he or they respectively shall attain that age, and the portion or respective portions of such of them as shall attain the age of 21 years, during the life-time of the said E. F. and E. his wife, or of the survivor of them, to be paid within six calendar months next after the decease of such survivor, with interest, from the time of his or her decease, until the actual payment thereof, after the rate of 5*l.* per cent. per annum; and the portion or respective portions of such of the children as shall be a daughter or daughters, to be paid to such of them as shall be under the age of 21 years, and unmarried at the time of the decease of the survivor of them, the said A. B. and M. his wife, at her or their age or respective ages of 21 years, or day or days of marriage, which shall first happen, and to such of the said daughters as shall attain the age of 21 years, or be married during the joint lives of the said A. B. and M. his wife, or the life of the survivor of them, within six calendar months next after the decease of such survivor, with interest, from the time of his or her decease, until the actual payment thereof, after the rate last hereinbefore mentioned: PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that if any of the said children of the said A. B. and M. his wife, for whom portions are intended to be provided as before mentioned, being a daughter or daughters, shall die under the age of 21 years, or day or days of marriage, or being a son or sons, shall die under the age of 21 years, or before his attaining that age shall become an *eldest or only son*, and as such, entitled to the provision hereby made for an eldest or only son, then the portion or portions hereinbefore provided, such child so dying, and for each such son so becoming the eldest or only son, and so entitled as last hereinbefore mentioned, shall from time to time accrue and belong, and be vested in the survivor or survivors, or others or other of them, and shall be

PROVIDO IN
case of
death of
children.

equally divided between or among them, if more than one; but shall not be vested or payable sooner than the original portion or portions of such surviving or other child or children shall become vested and payable as aforesaid.

Declaration

AND IT IS HEREBY FURTHER AGREED AND DECLARED, that in case any sum or sums of money, shall by virtue of the last-mentioned proviso, devolve upon any child or children of the said A. B. and M. his wife, by way of survivorship or accrue as aforesaid, then all and each sum and sums of money so devolving or accruing as aforesaid, shall from time to time as the same shall so happen, be subject and liable to such right, condition and contingency of accrue and survivorship, in favour, and for the benefit of the surviving and other child and children of the said A. B. and M. his wife, as are hereinbefore declared concerning the original portion or portions of such child or children as aforesaid.

Maintenance for children

AND ALSO UPON TRUST, that they the said G. H. and I. K., or the survivor of them, his executors, administrators, and assigns, do, and shall, after the decease of the survivor of them, the said A. B. and M. his wife, by and out of the rents and profits of the said hereditaments and premises, comprised in the said term of 500 years, raise and levy such yearly sum and sums of money, for the maintenance and education of the children of the said A. B. and M. his wife, intended to take portions under the trusts of the same term, as the same trustees or trustee shall think proper, not exceeding the interest of the respective portions, provided and intended for such children under the same trusts, after the rate of 5l per cent per annum, until the said respective portions shall become payable; the same yearly sums for maintenance to be payable and paid at or upon the 25th day of March, and the 29th day of September in every year, by equal portions, the first payment thereof to begin and be made, at or upon such of the same days of payment as shall first happen next after the decease of the survivor of them the said A. B. and M. his wife.

Proviso that no sale to take place until portion becomes vested

PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that no sale or mortgage shall be made by the trustee or trustees, for the time being, of the said term of 500 years, of any part of the said messuage, or tenement, farm, lands, tithes, hereditaments, and premises, comprised in the said term, for the payment of any of the portions directed to be raised and levied, under the trusts of the same term, until some one of the same portions shall become payable by virtue of these presents. PROVIDED ALWAYS, and it is hereby agreed and de-

clared, by and between the said parties to these presents, that the said G. H. and J. K., and the survivor of them, his executors, administrators, and assigns, shall and do permit and suffer the residue and surplus of the rents, issues, and profits of the said premises, comprised in the said term of 500 years, which shall remain after, and shall not be applied in, for, or towards the execution and performance of the trusts of the same term, to be had, released, and taken by the person or persons to whom *the reversion or remainder* of the same premises immediately expectant on the determination of the same term shall belong.^a **PROVIDED** Proviso for cesser of the term. **ALWAYS**, and it is hereby further declared and agreed, that when, and as all the trusts hereinbefore declared of the said term of 500 years, shall be performed or satisfied and determined, and the costs and charges of the said G. H. and J. K., their executors, administrators, and assigns, in and after the execution and performance of the trusts of the same term shall be performed or satisfied, or determined, and the costs and charges of the said [*trustees*], their executors, administrators, and assigns, in and after the execution and performance of the same trusts, discharged then and thenceforth, the same term of 500 years, of and in such part of the premises therein comprised, as shall not have been sold or mortgaged for the purposes aforesaid, shall cease and determine, and the equity and redemption of such parts thereof as shall have been mortgaged for the same purposes, shall attend the several uses and estates hereinbefore limited to take effect, from and after the expiration and determination of the same term. [*Add a covenant for himself and wife, for further assurance*]. **AND IT IS HEREBY AGREED AND DECLARED**, by and between the said parties to these presents, that the said [*trustees*] hereinbefore named for the respective purposes hereinbefore mentioned, shall not be answerable or accountable, for any money to be received under the trusts, by these presents declared or directed, any other than each person for such sum or sums of money as he shall respectively actually receive, and that no one of them shall be accessible or accountable for the acts, receipts, negligence, or default of the others or other of them, nor for the act or failure of any banker, broker, or agent, employed, or acting under them, or any, or either of them, in the execution of the trusts aforesaid. **AND ALSO**, that they the said trustees respectively, their respective heirs, executors, administrators, and assigns, shall and may by and out of the said trusts, estates, monies, and premises, be allowed and retain to, and reimburse themselves, all such loss, costs, charges,

Trustees not answerable.

To deduct expenses.

damages, and expenses, as they respectively shall or may suffer, sustain, or be put unto, in or about the execution of the trusts hereby in them reposed. IN WITNESS, &c.

Settlement on the Marriage of a Prebendary of his Prebend.

THIS INDENTURE, made, &c., between A. B. of the first part; C. D., of, &c., spinster, of the second part; and E. F., and G. H., of the third part.

Recites
lease of pre-
bend for
three lives,
and propo-
sal of mar-
riage.

Witness-
eth.

Granting
part.

WHEREAS, &c. [*here recite the demise or lease of the rectory or prebend for three lives*]. AND WHEREAS, a marriage is agreed upon and intended to be had and solemnized, between the said A. B. and C. D., and upon such agreement, and in consideration of the said marriage, it was proposed by the said A. B., to grant and release all and singular the said rectory, prebend, &c., comprised in the said lease, unto the said E. F. and G. H., upon the trusts, and to and for the intents and purposes hereinbefore mentioned, expressed, and declared, of and concerning the same; Now THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and for conveying, settling, and assuring the said rectory, prebend, lands, tithes, hereditaments, and premises mentioned and comprised in the said recited indenture of demise or lease, with the appurtenances, upon the trusts, and under and subject to the powers, provisos, and declarations hereinbefore declared, expressed, and contained, of and concerning the same. AND in consideration of s. of lawful money, &c., to the said A. B., in hand paid by the said E. F. and G. H., at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said A. B., hath granted and released, and by these presents doth grant and release, unto the said E. F. and G. H., (in their actual possession, &c.) and their heirs, ALL and singular the said rectory, parsonage, or prebend, mansion-house and glebe, and other lands, tithes, hereditaments, and premises, which by the said recited indenture of the day, &c. were granted and demised by the said to the said A. B., his heirs and assigns; AND ALSO all houses, gardens, stables, edifices, buildings, oblations, obventions, offerings, fruits, rights, privileges, emoluments, profits, advantages, and appurtenances whatsoever, to the said rectory, parsonage, or prebend, mansion-house, tithes, lands, and hereditaments, hereby granted and released, or mentioned and intended so to be, or any of them, or any part thereof belonging, or in anywise appertaining, or

with them, or any of them, at any time heretofore held, used, occupied, or enjoyed, or deemed or taken as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, &c., and all the estate, &c. To HAVE AND TO HOLD the said rectory, parsonage, or prebend, mansion-house, tithes, lands, and hereditaments, hereby granted and released, or intended so to be, and every part thereof, with their appurtenances, unto the said E. F. and G. H., their heirs and assigns, for and during the natural lives of the said S. W., J. P., and D. L., the *cestui que vies* named in the said hereinbefore in part recited indenture of demise or lease, and for and during the life or lives of all and every other person or persons, who shall or may be named as a *cestui que vie* or *cestui que vies* in any future lease or leases to be made or granted of the same premises, or any part thereof; BUT NEVERTHELESS, upon the several trusts, for the several intents and purposes, and upon and subject to the several powers, provisos, limitations, and agreements hereinbefore limited, expressed, declared, and contained, of and concerning the same; (that is to say), IN TRUST for the said A. B., his heirs and assigns, until the said intended marriage shall take effect. AND from and after the solemnization thereof, UPON TRUST that they the said E. F. and G. H., and the survivor of them, and the heirs of such survivor, do and shall from time to time, by and out of the rents, issues, and profits of the said premises, pay the rent, and perform the covenants, clauses, and agreements, in and by the said present demise or lease, or any future demise or lease, demises or leases, of the same premises reserved or contained, or to be reserved or contained, and which on the lessee's part, is or ought to be paid, observed, and performed. AND ALSO, that the trustee or trustees for the time being, do and shall by the ways and means aforesaid, or by any other ways or means whatsoever, as he or they shall think fit, levy and raise money for paying, satisfying, and discharging the fines payable on the renewal of any demise or lease, or demises or leases of the same premises, or any part thereof, and all costs, charges, and expenses incident to, or which shall be occasioned by such renewal or renewals, or in relation thereto: AND as to all and singular the said leasehold premises, subject to the aforesaid trusts, IN TRUST for the said A. B., and his assigns, during the term of his natural life; and from and immediately after his decease, in case the said C. D. his intended wife shall happen to survive him, then IN TRUST for her and her assigns, during her natural life; and from and after the decease of the survivor or longer

Habendum,
to trustees
for lives of
cestui que
vies.

Upon trusts
after men-
tioned.

Upon trust
that trust-
ees shall
out of the
rents and
profits pay
the rent re-
served, &c.
by the
lease.

And pay
fine or re-
newal.

And subject
thereto.

In trust for
husband for
life.

Then to
wife for life.

Then in
trust for
second and
other sons
in marriage
in tail male.

In trust for
daughters
as tenants
in common.

Power for
trustees to
surrender
leases, and
take new
ones.

liver of them, the said A. B. and C. D., his intended wife, in case there shall be an eldest son, and also a second or other son or sons begotten, whether born in his lifetime or after his decease, then IN TRUST for the second son of the body of the said C. D., by the said A. B., and the heirs male of the body of such second son lawfully issuing; and for default of such issue, IN TRUST for the third, fourth, fifth, and all and every other the son and sons, except an eldest son, of the body of the said C. D., by the said A. B. begotten, severally, successively, and in remainder, one after another, as such sons and every of them shall be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons (except as aforesaid) lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of such sons, and the heirs male of his body and bodies issuing; and for default of such issue, or in case there shall be only one son of the body of the said C. D., by the said A. B. begotten, then IN TRUST for the eldest son of the body of the said C. D. by the said A. B. to be begotten, and for the heirs male of the body of such eldest or only son lawfully issuing; and in default of such issue, IN TRUST for all and every the daughter and daughters of the said C. D., by the said A. B. to be begotten, equally to be divided between or among them, if more than one, share and share alike, and they to take as tenants in common, and in trust for the several heirs of their respective bodies lawfully issuing; and in case there shall be a failure of issue of the body or bodies of any such daughter or daughters, then as to the part or share, or parts or shares, of her or them whose issue shall so fail, IN TRUST for the remaining or other or others of the said daughters, equally to be divided between or among them, if more than one, share and share alike, and they to take as tenants in common, and in trust for the several heirs of their respective bodies lawfully issuing; and in case there shall be a failure of issue of the bodies of all such daughters but one, or if there shall be but one such daughter, then IN TRUST for such remaining or only daughter, and the heirs of her body lawfully issuing; and for default of such issue, IN TRUST for the right heirs of the said A. B.: PROVIDED ALWAYS, and it is hereby agreed and declared, that it shall and may be lawful to and for the said E. F. and G. H., and the survivor of them, and the heirs of such survivor, and they and he, are and is hereby authorized and required at any time or times after the solemnization of the said intended marriage, to make any surrender or.

surrenders of the said leasehold premises, and also of the said present demise or lease, or any such future demise or lease as aforesaid, for the purpose of obtaining a renewal or revivor of the same respectively, and also to accept and take a new or other lease or leases of the same premises, or any part thereof, with the appurtenances, for the life or lives of any person or persons whomsoever, in such manner as the trustees or trustee for the time being shall think fit, and to execute a counterpart or counterparts of such lease or leases respectively, so as that the name or names of all and every person or persons to be inserted or named as *cestui que vie*, or *cestui que vies*, in any such lease or leases to be made or granted of the same premises, or any part thereof, during the lives of the said A. B. and C. D., his intended wife or either of them, shall be with the consent and approbation of the said A. B. and C. D., his intended wife, or the survivor of them, signified in writing for that purpose. AND it is hereby declared and agreed, by and between the said parties to these presents, that they the said E. F. and G. H., and the survivor of them, and the heirs and assigns of such survivor, shall stand seised and possessed of, and interested in, all and singular the said parsonage, &c., to be comprised in and granted by any such new or other lease or leases as aforesaid, upon the same trusts, and for the same intents and purposes as are hereinbefore declared or mentioned of and concerning the same premises respectively, or such of them as shall be then existing or capable of taking effect, or as near thereto as may be. [*Proviso for trustees' indemnification and common covenants for title.*] IN WITNESS, &c.

Declaration that trustees shall stand possessed of new leases upon same trusts.

Settlement of Stock.

THIS INDENTURE tripartite, made, &c., between A. B., of the first part; C. D., of the second part; and E. F., of, &c., G. H. and J. K., of, &c., of the third part.

WHEREAS, a marriage is intended to be shortly had and solemnized, between the said A. B. and C. D. AND WHEREAS, the said A. B., is entitled to the sum of £, capital stock of the bank of *England*, commonly called bank stock, and likewise to the sum of £, in the capital stock of the governor and company of merchants of *Great Britain*, trading to the South Seas, commonly called South Sea stock, and the said C. D., is likewise entitled to the sum of £, in the said stock, called bank stock, &c. NOW THIS INDENTURE WITNESSETH, that in consideration of the

Witnesseth covenants from in-

tended husband and wife, to transfer stock to trustees.

} Declaration of trust of said stock.

After solemnization of intended marriage directed to be received by husband during life;

then by wife for life if she survive him.

said intended marriage, and to the intent that the said several sums or parcels of the said stock, and the dividends and profits thereof, may be secured and applied, upon the trusts, and to and for the uses, intents, and purposes hereinafter mentioned and expressed, they the said A. B. and C. D., do hereby for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, and not the one for the other, or for the heirs, executors, or administrators of the other, covenant, promise, and agree, to and with the said E. F., G. H., and J. K., their executors and administrators, that they the said A. B. and C. D., respectively shall and will, &c., within days next ensuing the date of these presents, in due form, well and sufficiently transfer and assign in the respective books kept for that purpose, the two respective sums of £ bank stock, and also the said, &c., unto the said E. F., G. H., and J. K., their executors, administrators, and assigns, AND it is hereby declared, concluded, and agreed, by and between the said parties to these presents, that the said several sums or parcels of the said stocks, when so transferred or assigned, and all the dividends and profits thereof, shall be and remain in the said E. F., G. H., and J. K., their executors, administrators, and assigns, upon and under, and subject to the several uses, trusts, intents, purposes, conditions, and agreements hereinafter expressed and declared of and concerning the same; (that is to say), as to £, part of the said bank stock, and, &c., part of the said South Sea stock, IN TRUST, for the said A. B., his executors, administrators, and assigns, until the said intended marriage shall be solemnized; and as to the remaining £, of the said bank stock, and the remaining, &c., IN TRUST for the said C. D., her executors, administrators, and assigns, until the solemnization of the said intended marriage; AND from and immediately after the solemnization of the said intended marriage, then as to all of the said several sums of or parcels of South Sea stock, IN TRUST, that they the said E. F., G. H., and J. K., their executors, administrators, and assigns, shall permit and suffer the said A. B., and his assigns, during the term of his natural life, to have, receive, and take to his and their own proper use and behoof, all the dividends, interest, and other profits which shall during his life accrue, arise, or be made by or from the said several sums or parcels of stock, or any of them; AND from and immediately after the decease of the said A. B., (then upon trust, in case the said C. D. shall survive the said A. B.), to permit and suffer the said C. D., and her assigns, during her natural life, to receive and take to her and their own

proper use and behoof, all the dividends, interests, and other profits which shall during her life accrue, arise, or be made by or from the said several sums or parcels of stock or any of them; AND UPON FURTHER TRUST and confidence, that they the said trustees, their executors, administrators, and assigns, shall and do, after the death of the said A. B. and C. D., transfer, assign, pay, apply, or dispose of all the said several sums or parcels of stock, and the dividends and interests, and other profits thereof, unto and amongst all and every the sons and daughters of the said A. B. and C. D., begotten, and their children, in case any of them shall be then dead, leaving issue, in such parts and proportions, and at such time and times, and in such manner as the said A. B., by his last will and testament in writing, or by any other writing duly executed in the presence of two or more credible witnesses, shall limit, direct, or appoint the same; and in default of such limitation, direction, or appointment, then unto and amongst all and every the son and sons, and daughter and daughters of the said A. B., on the said C. D., lawfully to be begotten as aforesaid, and the children of such son or daughters, (in case any of them shall happen to be dead, leaving issue), in equal shares and proportions, but so as the child or children of the said sons or daughters, as shall then happen to be dead, shall be entitled only to the share which his, her, or their father or mother would have been entitled to if living, equally to be divided amongst such children, if there be more than one, and if but one, then wholly to such one; AND UPON THIS FURTHER TRUST and confidence that in case the said A. B. shall survive the said C. D., and there shall be no such son nor daughter, nor any issue of such son and daughter living at the time of the decease of the said A. B. and the said C. D., shall not be then ensient of a child, which shall be afterwards born, then that the said trustees, their executors, administrators, or assigns, shall and do, in either of the said cases, (after the decease of the said C. D.), transfer, assign, pay, apply, and dispose of all the said several sums and parcels of stock, and the dividends, interest, and profits thereof, to the said A. B., (if he survives the said C. D.), or the executors, administrators, or assigns of the said A. B., after the decease of the said C. D., in case she shall happen to survive him as aforesaid. PROVIDED ALWAYS, and it is agreed and declared, by and between all the said parties to these presents, that in case the said A. B. and C. D., or the survivor of them, shall be minded or desirous to have the several sums or parcels of stocks, or any part thereof, sold, and the

After decease of husband and wife, stock to be divided amongst all the children as husband shall by his will direct.

If husband shall survive wife, and no children, then stock to be transferred to husband or his representatives.

Power for husband and wife to change securities.

money arising by sale thereof invested in any other stock or fund, or placed out upon security, or laid out in the purchase of freehold lands, tenements, or hereditaments, or to have the said money, after it shall have been so vested or placed out, in, or upon any other stocks, funds, or securities, called or taken in again and disposed of in any other manner, and shall signify such his or her mind or desire, by writing under his, her, or their hand or hands, signed in the presence of two or more credible witnesses, that then the said trustees, their executors, administrators, or assigns, shall accordingly sell and dispose of the said stocks, or any part thereof, and invest, place, lay out, or dispose of the money arising by sale thereof, in such other stocks, funds; or securities, or in the purchase of such freehold lands, tenements, or in such other manner as the said A. B. and C. D., or the survivor of them, shall, by such writing, or any other writings to be subscribed and attested as aforesaid, direct, limit, or appoint; which said other stocks so to be bought with the said monies, when so vested or placed out upon any such funds or securities, and such lands and tenements when purchased, shall be transferred, assigned, conveyed, settled, and assured, so and in such manner as that the same, with the dividends, interests, rents, and profits thereof, may remain, continue, and be applied and disposed of, to, for, or upon the said trusts, uses, intents, and purposes as the said several sums or parcels of bank stock and South Sea stock, and the dividends, interest, and annual produce thereof, as are hereinbefore directed, limited, or appointed, to go, be applied, and disposed of, or as near the same as may be, and that in all respects according to the true intent and meaning of these presents. AND it is hereby agreed and declared, by and between all the said parties to these presents, that the said trustees, their executors, &c., shall or lawfully may, in the first place, deduct or retain out of the said several parcels of stocks, &c., all such sum and sums of money, costs, charges, damages, and expenses which they, or any of them, shall pay, expend, lay out, sustain, or be put unto, for or by reason or means of this present trust, or any act, matter, or thing which shall or may be done, or happen in or about or relating to the execution thereof, or touching or concerning the same; AND ALSO that the said trustees, their executors, &c., shall not be chargeable or accountable for more money than what they or any of them shall respectively and actually receive, by virtue of these presents, nor shall the one of them be answerable or chargeable for or with the act, receipt, or default of the other of them, but each of them for him-

For trustees
to retain,

who are to
be answer-
able only
for their
own acts.

self, and his own act, receipt, or default only; and in case any loss shall happen of the said several sums or parcels of stock, or the money arising by the sale thereof, or any parcel thereof, or the dividends, interest, and proceeds thereof, without the wilful default or neglect of them, the said trustees, their executors or administrators, or some of them respectively, then they, the said trustee, or any of them, their or any of their executors, &c., shall not be charged or chargeable with such loss, or liable to answer or make good the same, or any part thereof, and in case such loss happen by or through the wilful neglect or default of any of the said trustees, then he or they only who shall be guilty thereof shall be answerable for the same; AND in case of the death of any of the said trustees, during the lives of the said A. B. and C. D., or of the survivor of them, it is agreed by and between all the said parties to these presents, that they, the said A. B. and C. D., or the survivor of them, with the consent of the surviving trustees, or either of them, may nominate and appoint some other fit person, to be trustee in the premises, in the room or place of the trustee so dying, and that upon such nomination or appointment, the surviving trustees shall assign or convey all and singular the said trust estate, in such manner as that the surviving trustees, or such person so to be nominated and appointed, shall, from thenceforth, be jointly and equally concerned and interested in the several trusts hereinbefore expressed, in the same or the like manner as such survivor or survivors, and the party so dying, would have been in case he had not died. And so that as often as any trustee shall happen to die during the life of the said A. B. and C. D., or the survivor of them, such nomination and assignment, or conveyance as aforesaid, shall or may be made in manner aforesaid. IN WITNESS, &c.

Appoint-
ment of new
trustees in
case of
death.

Settlement of a Term of Years, or a Chattel Interest.

THIS INDENTURE, &c., made, &c., of three parts, between J. E., of, &c., and M. his wife, F. E., of &c., only son of the said J. E., and M. his wife, of the first part; J. B., of, &c., and W. P., of, &c., of the second part; and R. W., and C. his wife, (one of the daughters of the said J. E., and M. his wife), of the third part.

WHEREAS, by indentures of lease, bearing date, &c., and by a fine *sur concessit* thereupon levied, J. S., of, &c., and E. his wife, in consideration of the sum of £., did demise and grant unto J. W., ALL that,

Recital of
lease and
assign-
ments.

their messuage or tenements, and garden or parcel of garden ground, containing by estimation two acres, to the said messuage or tenement belonging, with the appurtenances therein, and hereinafter particularly mentioned and described, situate, lying, and being in, &c., in the suburbs of the city of H. AND all houses, &c., TO HOLD to the said J. W., his executors, administrators, and assigns, from the day next before the day of the date of the said indenture of lease for the term of 500 years from thence next ensuing, and fully to be complete and ended, under the yearly rent of a pepper-corn, and subject to a proviso for redemption therein contained. AND WHEREAS, by a decree of the high court of Chancery, bearing date, &c., the said J. S., and E. his wife, were absolutely barred and foreclosed of and from all manner of equity of redemption, of, in, and to the said premises. AND WHEREAS the said J. W. afterwards died intestate, and administration of all his goods and effects was committed to E. W., widow and relict of the said J. W., whereby she became well entitled to the said premises, for the remainder of the term of 500 years. [*Recites several other mesne assignments*].

Decree.

Assignment
of the term.

AND WHEREAS, by a certain indenture of assignment of three parts, bearing date, &c., and made between M. J., of the first part, and E. H. of the second part, and J. E. of the third part, IT IS WITNESSED, that in consideration of the sum of £., to the said M. J., and of the sum of £., to the said E. H., severally paid by the said J. E., at or before the sealing and delivery thereof, she, the said M. J., by the direction of the said E. H., did bargain, sell, assign, and set over, and the said E. H. did grant, bargain, sell, ratify, and confirm unto the said J. E., his executors, administrators, and assigns, all the aforesaid messuage or tenement, garden ground, buildings, and premises, with the appurtenances, to hold to the said J. E., his executors, administrators, and assigns, from thenceforth during all the rest, residue, and remainder of the said term of five hundred years above-mentioned, and which were then to come and unexpired, absolutely freed and discharged from all equity of redemption, by her, the said E. H., her executors and administrators, as in and by the said in part recited indenture of lease, several assignments thereof, administration, decree, wills, and probates, references being to them respectively had, will more fully appear. AND WHEREAS, it is apprehended, that by some conveyance executed by the said J. E., M. his wife, and F. E., the estate, interest, and remainder of the said term of 500 years in the aforesaid premises, is now vested in the said J. E., M. his wife, and F. E.,

some or one of them; AND WHEREAS, by certain articles of agreement of three parts, made previous to the marriage of the said R. W., and C. his wife, bearing date the, &c., and made between the said J. E., C. E. his daughter, (now the wife of the said R. W.), G. B., (grandfather of the said C. E.), and the above-named F. E., of the first part, the above-named R. W., of the second part, and the above-named J. B. and W. P., of the third part, reciting that the said J. E. had given and provided for the said C. E., his daughter, as part of her marriage-portion, the sum of £.: and the sum of £., part thereof, was then in the hands of the said F. E., and for securing the payment of the same with interest, for the uses of the said intended marriage, and the issue thereof, and the said F. E., by his bond, or writing obligatory, bearing equal date therewith, was held and bound to the said J. B. and W. P., in the penal sum of £., of lawful money of Great Britain, with a condition thereunder written for the payment by the said F. E., his executors or administrators, unto the said J. B. and W. P., their executors, administrators, or assigns, of the full sum of £., with interest for the same, after the rate of £. per cent. per annum, of lawful, &c., on the, &c., next ensuing the date thereof, IN TRUST, and to and for the several person and persons, uses and purposes, mentioned and declared in and by the said recited articles. AND it is by the said recited articles, covenanted, declared, and agreed, by and between all and every the said parties thereto, that the said sum of £., due from the said F. E., upon his said recited bond and securities, given or to be given for the same, should from thenceforth be vested and settled in them, the said J. B. and W. P., and the survivor of them, and the executors, administrators, and assigns of such survivors, IN TRUST, and to the intent that the said J. B. and W. P., and the survivor of them, their executors, administrators, or assigns, should, after the said marriage, from time to time, during the natural lives of the said R. W., and C. E., his then intended wife, and the survivor of them, when and as the said sum of £., should be paid unto them, the said trustees, or either of them, put and place the same out at interest, on government or real security, with the consent and approbation of the said R. W., and C. E., his then intended wife, or the survivor of them, testified under his, her, or their hands in writing, for the use and benefit of the said R. W., and C. E., his then intended wife, and all and every the child or children of the body of the said C. E., by the said R. W., lawfully to be begotten, and for default of such

Marriage
articles.

Recital of
a bond.

In trust.

issue, to be for the use and benefit of the heir at law of the said C. E., in such manner, as in the said articles is more particularly mentioned, as in and by the said recited articles, reference being thereunto had, will more fully appear. AND WHEREAS, the said sum of £., now remains due and owing upon the said bond, from the said F. E., and a judgment entered thereupon, in term, and the said R. W., and C. his wife, (by and with the consent and approbation of the said J. E., and M. his wife), have applied to, and prevailed upon the said J. B. and W. P., to lay out the said sum of £., in the purchase of the messuage, tenements, and premises hereinbefore and after mentioned, upon the same trusts and purposes which the said money is now vested in them, instead of continuing the said monies out at interest. AND WHEREAS, the said J. B. and W. P., by the consent, approbation, and direction of the said R. W., and C. his wife, have contracted and agreed with the said J. E. and M. his wife, and F. E., for the absolute purchase of all the aforesaid messuages, tenements, buildings, lands, grounds, and premises, and remainder of said term of 500 years therein, (subject to the life estate and interest of the said J. E. and M. his wife, of and in part of the aforesaid messuages and premises hereinafter mentioned, now in the occupation of him the said J. E.), in consideration of the sum of £. AND it is hereby agreed between the said parties, that the said purchase-money shall be paid by delivering up to the said F. E., his said in part recited bond and security for the said sum of £., and by the said J. B. and W. P., executing a warrant of attorney to acknowledge satisfaction upon the record of the said judgment, for the penalty of the said bond, in manner hereinbefore mentioned. NOW THIS INDENTURE WITNESSETH, that for and in consideration that the said J. B. and W. P., have, at or before the execution hereof, by the consent, direction, and approbation, as well of the said R. W. and C. his wife, as also of the said J. E. and M. his wife, testified by their and each and every of them being made parties hereto, and executing hereof, delivered up to the said F. E., the said in part recited bond, from him the said J. E., to them the said J. B. and W. P., in trust as aforesaid, and have also executed a warrant of attorney, to acknowledge satisfaction upon the record of the aforesaid judgment, on which said bond so delivered up, and judgment acknowledged to be satisfied upon the delivering up thereof, was due from the said F. E., the full sum of £. as aforesaid, therefore the same is in full payment and satisfaction of the aforesaid purchase sum of £., agreed to be paid for the pur-

Witnesseth
con-
dela-
tion

chase of the premises hereinbefore and after mentioned, with which payment they the said J. E. and M. his wife, and F. E., each and every of them, do hereby acknowledge themselves fully satisfied, and thereof, and of and from every part thereof, do, and each and every of them doth and they by acquit, release, and for ever discharge the said J. B. and W. P., and also the said R. W. and C. his wife, and each and every of them, their and each and every of their heirs, executors, and administrators, and every of them, by these presents, and for and in consideration of the sum of s. a-piece to each of them the said J. E. and M. his wife, and F. E. in hand, paid by the said J. B. and W. P., at or before the execution hereof, the receipts whereof are hereby respectively acknowledged, they the said J. E., M. his wife, and F. E., have, and each and every of them, **HATH** Assign- ment of premises to trustees. granted, bargained, sold, assigned, transferred, and set over, and by these presents, do, and each and every of them, doth grant, &c., unto the said J. B. and W. P. **ALL**, &c., messuages or tenements, **AND** all houses, &c., and also all the estate, &c., term and terms of years yet to come and unexpired, **TO HAVE AND TO HOLD** the said messuages, tenements, several dwellings, buildings, gardens, orchard, land, ground, hereditaments, and premises above-mentioned, and hereby granted, bargained, sold, or assigned, or mentioned, or intended so to be, with then and every of their appurtenances, unto the said J. B. and W. P., and the survivor of them, and executors, administrators, and assigns of such survivor, from henceforth for and during all the rest, residue, and remainder of the said term of 500 years thereof, granted as above-mentioned, which are yet to come and unexpired, in as full, large, ample, and beneficial manner, to all intents and purposes, as the same premises were granted or demised, in and by the said in part recited original indenture of lease, **IN TRUST**, nevertheless, and to, for, and upon the several uses, trusts, intents, and purposes hereinafter mentioned, expressed, and declared, of and concerning the same; (that is to say), **IN TRUST**, and to the intent and purpose that they the said J. B. and W. B., and the survivor of them, and the executors, administrators, and assigns of such survivor, do, and shall permit and suffer the said J. E. and M. his wife, and the survivor of them, and their assigns, to have, hold, possess, and enjoy, all that tenement, dwelling, or part of the aforesaid messuage, with that part of the garden, &c., now in the occupation of the said J. E., with their appurtenances, and to receive and take the rents, issues, and profits thereof, from thenceforth, to his, her, or their own use

Habendum upon trusts following.

In trust to permit J. E. and M. his wife to enjoy part thereof during their lives.

Subject
thereto, to
permit hus-
band to re-
ceive the
rents dur-
ing his life

Then for
wife to re-
ceive rents
during her
life

After de-
cease of
husband
and wife,
trustees to
stand pos-
sessed of
premises in
trust for all
the children
of marriage.

and benefit, for and during so much of the remainder of the said term of 500 years, as they the said J. E. and M. his wife, and the survivor of them, shall happen to live, and subject to such life estate and interest of the said J. E. and M. his wife, in such part of the said premises, as before particularly mentioned. UPON FURTHER TRUST, that they the said J. B. and W. P., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall permit and suffer the said R. W., and his assigns, to have, hold, possess, and enjoy all and singular the aforesaid messuages, tenements, &c., with their and every of their appurtenances, and to have, receive, and take the rents, issues, and profits thereof from henceforth, to and for his and their own proper use and benefit, for and during so much of the remainder of the said term of 500 years as he the said R. W. shall happen to live; AND from and immediately after the decease of him the said R. W., (subject to the aforesaid life estate and interest of them the said J. E. and M. his wife, in such part of the said premises as before particularly mentioned), UPON TRUST, that they the said J. B. and W. P., and the survivor of them, and the executors, administrators, or assigns, of such survivor, do and shall permit and suffer the said C., the wife of the said R. W. and her assigns, to have, hold, possess, and enjoy all and singular the aforesaid messuage, tenements, &c., and to receive and take the rents, issues, and profits thereof, from thenceforth, to and for her and their own proper use and benefit, for and during so much of the remainder of the said term of 500 years, as she the said C. W. shall happen to live. AND from and after the several deceases of them the said R. W. and C. his wife, and the decease of the survivor of them, UPON FURTHER TRUST, that they the said J. B. and W. P., and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand and be possessed of all and singular the aforesaid messuages, &c., (subject to the aforesaid life estate and interest of the said J. E. and M. his wife, in such part thereof as aforesaid, in case any such interest shall then subsist), with their and every of their appurtenances, in trust, and to and for the only use, benefit, and advantage of all and every the child and children of the body of the said C. W. by him the said R. W., lawfully begotten or to be begotten, that shall be living at the decease of the survivor of them the said R. W. and C. his wife, to be equally divided between such children, share and share alike, if more than one, and if but one such child, to and for the use, benefit, and advantage of such only

child, his, her, or their executors, administrators, or assigns, for and during all the remainder of the said term of 500 years. PROVIDED ALWAYS, that in case any child or children of the body of the said C. W. by the said R. W. begotten or to be begotten, shall happen to die in the lifetime of the said R. W. and C. his wife, or the survivor of them, and such child or children of the said C. by the said R. W., shall happen to leave any child or children of his, her, or their body or bodies that shall live until the decease of the survivor of them, the said R. W. and C. his wife, then and in such case, UPON TRUST, and to permit and suffer all and every such grandchild or children of the said R. W. and C. his wife, equally to have, receive, and take all and every the share and shares of the aforesaid premises, and the rents and profits thereof or such estate or interest herein, which the father or mother of such grandchild or grandchildren would have been entitled unto by virtue hereof, if he had lived or they had lived until the decease of the survivor of them, the said R. W. and C. his wife. PROVIDED ALSO, that in case there shall happen to be no child or grandchildren of the said R. W. and C. his wife, that shall live until the decease of the survivor of them, the said R. W. and C. his wife, that then in default of such child or grandchildren, the said J. B. and W. P., and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of all and singular the aforesaid premises (1), IN TRUST, and to and for the only use, benefit, and advantage of the heir at law of the said C. W. and the executors, administrators, and assigns of such heir at law, for and during all the then remainder of the said term of 500 years. AND ALSO UPON FURTHER TRUST, and to the intent and purpose that they the said J. B. and W. P., or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall upon the decease of the survivor of them, the said R. W. and C. his wife, and at the request, costs, and charges of such child or children, grandchild or grandchildren, of the said R. W. and C. his wife, or in default of any such, of the heir at law of the said C. W., or such of them as by virtue of these presents shall become entitled to the aforesaid premises,

(1) This limitation to the *heir at law* may appear rather novel in the settlement of a chattel, but the words are words of designation only, and being confined within the compass of a life or lives in being at the time of making the settlement which the law allows, it is undoubtedly a good and valid limitation. But perhaps it would be better to limit it to such person or persons who shall be the heir at law of the said C. W. at the time of the decease of such survivor of them, the said R. W. and C. his wife, and the executor &c.

SURRENDERS.

assign and convey the same premises, with their appurtenances, unto such person or persons who shall then be entitled to the same, under and by virtue of these presents, or otherwise join with such person or persons in the sale of all the said premises, and pay and divide the money arising by such sale, to such person or persons who shall become entitled thereto by virtue of these presents. [*Covenants from J. E. for himself, and for M. his wife, and from F. E., that they have right to assign, for quiet enjoyment, free from incumbrances, and for further assurances*]. IN WITNESS, &c.

SURRENDERS.

SURRENDER, (*sursum reddito*), is a deed or instrument under seal, testifying that the particular tenant for life or years of lands and tenements, doth yield up his estate to him that hath the *immediate estate in remainder or reversion*, that he may have the present possession thereof, and wherever the estate for life or years may merge, or drawn by the mutual agreement of the parties.—Co. Litt. 337.

Surrender from a Father to a Son of the Father's Life Estate, to enable the Son to make a Jointure pursuant to a Power in a Settlement.

THIS INDENTURE made, &c., between J. H., of the one part; and N. H. (1), (only surviving son and heir apparent of the said J. H., by S. H., his second wife, deceased, heretofore S. M. N. spinster), of the other part

WHERAS, by indentures of lease and release, bearing date, &c., the release being tripartite, and made between the said J. H. and N. H., of the first part; E. C., of the second part; and F. H. and R. K., of the third part. AND by several common recoveries suffered in pursuance thereof, as of the then term, all that the manor, &c., and also all and singular houses, out-houses, &c., and appurtenances whatsoever, to the said manor, &c., belonging, &c., and the reversion, &c., were, (among other manors, messuages, lands, and hereditaments), settled and limited, and now stand settled and limited, to, for, and upon the several uses, trusts, intents, and purposes therein expressed, and hereinafter

(1) Though on a surrender, the estate will vest in the surrenderer without his express consent, in cases where it would be manifestly for his benefit, yet it would be advisable, in the several instances, to make his assent apparent, by his being a party to and executing the deed.

mentioned, of and concerning the same; (that is to say), to the use of the said J. H. for his life, without impeachment of waste, and from and immediately after his decease, and after several limitations thereof, which are since determined or become incapable of taking effect, by the death of the said J. H. without issue male of his body, to the use of the said N. H. for life, without impeachment of waste, with remainder to the said E. H. and R. K., and their heirs, during his life, to support contingent remainders, with remainder to the use of the first and other sons of the said N. H. successively in tail male, with divers remainders over: in which indenture of release is contained a proviso or power, whereby it is provided and declared, that, notwithstanding any limitation of the use and uses thereinbefore contained, it should and might be lawful to and for the said J. H. and N. H. respectively, when they should severally and respectively come into possession of the aforesaid manors and premises, by any deed or deeds, to be by him or them respectively duly executed in the presence of two or more credible witnesses, or by his or their last will or testament and testaments, to be by him or them respectively signed and published in the presence of three or more credible witnesses, either before or after his or their marriage with any woman or women which he or they should be minded to take to wife, to assign, limit, appoint, or grant any of the manors, &c., and premises mentioned to be thereby released as aforesaid, the yearly value whereof should not exceed in the whole the sum of *l.*, or to grant or appoint any annual sum or yearly rent-charge, not exceeding *l.* yearly, tax free, to be issuing out of all or any part of the said premises, thereby limited to them in use as aforesaid, unto or to the use of any woman or women, which he or they should happen to marry and take to wife, for the life or lives of such wife or wives, only for her and their jointure or jointures, and in bar of her and their dower or dowers, so as such limitation or appointment of such jointure, should not by any clause or words therein contained be freed from impeachment of waste: AND WHEREAS, by certain other indentures of lease and release, bearing date, &c., the release being tripartite, and made, &c., between the said J. H. and N. H., of the first part; the said F. C., of the second part; and the said E. K. and R. K., of the third part; and by a common recovery suffered in pursuance thereof, as of the then *term*, all that the manor, &c., were settled, limited, and now stand settled and limited to the same uses, as in the said last recited indenture, as in and by the said several recited inden-

*Recital of
other inden-
tures and
recovery.*

Recital of
marriage in-
tended.

tures, and the records of the said common recoveries, relation being thereunto had will appear: AND WHEREAS, a marriage is intended to be shortly had and solemnized between the said N. H. and A. B. spinster, (one of the daughters of the Rt. Hon. W., relict of deceased, by him the said), with the privity and consent of the said J. H. and Lady and upon the treaty for the said intended marriage, the said J. H. did agree, (amongst other things), to surrender and yield up to the said N. H., all and singular the said manors, &c., for the better support of him the said N. H. and his family, and in order to enable him the said N. H. by virtue thereof, and of the said recited power, to limit part thereof as a jointure for the said A. B., in case she should survive the said N. H. her intended husband:

Witnesseth.

Surrender.

NOW THIS INDENTUREL WITNESSETH, that for and in consideration of the said intended marriage, and in pursuance and performance of the said recited agreement, and in consideration of 5s. by the said N. H. to the said J. H. paid, he the said J. H. hath granted, surrendered, and yielded up, and by these presents, BOTH, &c., unto the said N. H., his heirs and assigns, ALL those, &c., and all houses, &c., and the reversion, &c., and all the estate, &c., to the intent and purpose, that the estate for life or life-interest of him the said J. H., of and in the said manors and premises mentioned to be hereby granted and surrendered, and of and in every part and parcel thereof, with their and every of their appurtenances, may merge and be absolutely extinguished, so that he the said N. H., may be in the actual possession of the same manors and premises. [*Covenant from the father that he hath not incumbered*]. IN WITNESS, &c.

Surrender of Copyhold Lands by way of Mortgage (1).

MANOR of in the county of the day
of

BE IT REMEMBERED, that the day and year above written, cometh, R. P. of, &c., and E. his wife, and in consideration of the sum of £., of lawful, &c., to him, the said R. P., in hand, well and truly paid, T. S., of, &c., the receipt, &c., (being the same sum of £., mentioned as the consideration of one other surrender, made this day, by the said R. P., and E. his

(1) Surrenders or admissions of or to any copyhold lands, or grant, or lease, by copy of court-roll, except the original surrender to the use of a will, and the court-roll itself, if the annual value of the lands are of 20s., must be on a 7s. stamp.

wife, to the said T. S., of certain lands, &c.), and for divers other good causes and valuable considerations, they, the said R. P., and E. his wife, do surrender into the hands of the lord of the said manor, by R. H., gent., deputy steward of the said manor, (the said E. being separately apart, and examined by the said R. H., according to the custom of the said manor, and confessing and so forth), ALL that messuage, &c., situate, &c., within the said manor, all which said premises before mentioned are of the yearly rent to the lord of the said manor of _____, and all houses, out-houses, &c., and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and all and singular the copyhold or customary messuages, lands, and tenements of him, the said R. P., in the said manor, and all the estate, &c., to the use and behoof of the said T. S., his heirs and assigns, for ever, defeasible nevertheless, and subject to such equity of redemption as is or shall be declared and expressed of and concerning the same, in and by one indenture of defeasance (1), bearing even date with these presents, and made, or mentioned to be made, between the said T. S., of the one part, and the said R. P., of the other part: yielding, paying, and performing therefore unto the lord of the said manor, the rents and services due, and of the right accustomed to be paid, done, and performed for the same.

(1) See Vol. I, title, Defeasances.

Surrender of Copyholds to the Use of a Will.

MANOR of _____

AT THIS COURT, A. B., one of the customary tenants of the said manor, surrendered into the hands of the lord by the hands and acceptance of the steward of the said court, all, &c., with the appurtenances, to the use of such person and persons, and to and for such uses, intents, and purposes as he, the said A. B., in and by his last will and testament in writing, hath limited, declared, directed, and appointed, of and concerning the same.

Surrender of Copyhold Premises by a Man and his Wife, to the Trustees of their Marriage Settlement.

Manor of _____ } To wit, the _____ day of _____
 } 1702.

BE IT REMEMBERED, that the day and year above-written, E. S., of, &c., esquire, and S. his wife, (for-

merly S. W., spinster), a customary tenant of the same manor, (the said S. being first solely and secretly examined by J. G., gent., steward of the said manor, and thereunto consenting), did out of court, according to the custom of the said manor, surrender by the rod into the hands of the lord of the said manor, by the hands and acceptance of the said steward, ALL that piece of waste near, &c., some time since purchased by I. W. J., esq., deceased, held of the lord of the said manor by copy of court-roll, fealty, suit of court, the yearly rent of and other services, to all which premises the said S. W., now S. S., was admitted in fee, on the day of 1792. to the use and behoof of S. H., of, &c., and A. B., of, &c., their heirs and assigns, for ever. UPON TRUST, &c. [*Here state the trusts of the marriage settlement*].

Surrender of Dower.

THIS INDENTURE, &c., between A. B., of, &c., (widow and relict of C. B., late of, &c., deceased), of the one part; and E. B., of, &c., (eldest son of the said A. B., by the said C. B.), of the other part.

Recital.

WHEREAS, the said C. B. died seised of the freehold and immediate inheritance of and in certain tenements and premises in the counties of M. and K., of which tenements and premises the messuage, &c., hereinafter described, were part; upon whose decease the said A. B. became entitled to her dower of and in the same; AND WHEREAS, the said E. B., as heir of the said C. B., (to whom the premises before-mentioned descended), did, after the decease of the said C. D., assign all that messuage, &c., unto the said A. B., as, for, and in lieu and satisfaction of her dower, and all right and claim to dower, of and in the several hereditaments of which the said C. D. had been seised of the freehold and inheritance from the solemnization of his marriage with the said A. B., to the time of his decease, which the said A. B. accepted in full satisfaction of her dower, right, and claim to dower, as aforesaid: AND WHEREAS, it hath been agreed, between the said A. B. and E. B., that the said A. B. should, for the consideration and purposes hereinafter mentioned, surrender and yield up all and singular the said messuage, &c., and all her estate, interest, and claim of, in, and to the same, unto him, the said E. B. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the natural love and affection which he, the said A. B., hath for the said E. F., and to enable him, by being seised in possession of the said premises, to suffer a recovery of the same,

Operative
part.

(or in consideration of the yearly sum of £., to be paid out of, and chargeable upon certain other premises of the said E. F., by virtue of a certain indenture, &c., as the case may be), she, the said A. B., hath surrendered and yielded up, and by these presents doth, &c., unto him the said E. E., ALL, &c. AND ALL the estates, &c., as well of and in the said messuage, &c., as also of and in all and singular other the hereditaments of which the said C. D., her late husband, was at any time seised during the coverture between them, &c. TO HAVE AND TO HOLD the said messuage, &c., to him, the said C. D., and his heirs, to the intent that he may become actually possessed of the same; and that the estate and interest of the said A. B. therein may become merged and extinguished, to all intents and purposes whatsoever. [*Covenant that she has not assigned her estate in the premises to any other person; nor done any act to encumber*]. IN WITNESS, &c. *Habendum.*

Surrender by way of Merger of a Term of Years.

TO ALL TO WHOM THESE PRESENTS shall come, the Parties within-named J. B., (the sole executor named in the last will and testament, or testamentary appointment of S., his late wife, deceased, which said S. was formerly the wife, and afterwards the widow and sole executrix named in the last will and testament of the within-named W. S.), and H. K., (party to the within-written indenture), and A. his wife, send greeting.

WHEREAS, the said H. K., and A. his wife, have agreed to pay off and discharge the principal and interest due, and to grow due, to the said J. B., as executor as aforesaid, on the within-written indenture, and are desirous of having the within-mentioned term of 1000 years of and in the within-described premises assigned and surrendered to them, in order that the same may merge in the freehold and inheritance of the same premises, and for that purpose have applied to the said J. B., who hath agreed to assign and surrender the same accordingly. NOW THESE PRESENTS WITNESS, that in pursuance of such agreement, and for and in consideration of the sum of £., of lawful money, &c., to the said J. B., in hand, well and truly paid by the said H. K., and A. his wife, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, (in full satisfaction and discharge of all principal and interest due on the within-written deed), he, the said A. B., hath granted, surrendered, and yielded up, and by these presents doth, &c., unto the said H. K., and A. *Recital.*

his wife, his heirs and assigns, ALL, &c., and premises comprised in the within-written indenture, and therein mentioned to be thereby assigned to the said J. B., with their appurtenances, and all the estate, interest, use, trust, property, claim and demand whatsoever, either in law or equity, of him the said J. B., of, into, or out of the said hereditaments and premises, and to the said term of years, to the intent that the said term of years may be merged and extinguished in the freehold and inheritance of the hereditaments and premises hereby surrendered or mentioned, or intended so to be. [Covenant from J. B. that he had done no act to incumber]. IN WITNESS, &c.

Surrender of a Term by Indorsement.

Recital

WHEREAS, the within-mentioned messuage or tenement hath been lately burnt down and destroyed by fire, and the within-named A. A. hath requested the within named W. E. and M. to surrender to him, the said A. A., the scite, or piece, or parcel of ground whereon the said messuage or tenement lately stood, for all the residue and remainder of the said term of years, by the said within-written indenture granted therein, now to come and unexpired, to the intent that the same residue may merge and be extinguished in the estate and interest of him the said A. A., in the same premises respectively, which they the said W. E. and M. have consented and agreed to do: NOW THIS PRESENTS

Witnessing
part.

WITNES, that in compliance with the said request of the said A. A., and also for and in consideration of the sum of s. of lawful, &c., to the said W. E. and M. paid, &c., the receipt, &c., they the said W. E. and M. have surrendered and yielded up, and by these presents do surrender and yield up unto the said A. A., his executors, administrators, and assigns, ALL that the said scite, &c., and all the estate, &c., TO HAVE AND TO HOLD the said scite, &c., and all and singular other the premises hereby surrendered and yielded up, or intended so to be, with their and every of their appurtenances, unto the said A. A., his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of years, by the within-written indenture granted therein, now to come and unexpired, to the intent and purpose that the same residue may merge and be extinguished in the estate and interest of him the said A. A., in the same premises respectively. IN WITNESS, &c.

*Surrender of a Lease for Lives, one of the Lives
being dead, in order to have a Renewal.*

THIS INDENTURE, made, &c., between W. L. and Parties.
R. his wife, of the one part; and the Rev. E. R.,
of the other part.

[*Recites a lease from the said E. R. (as a preben-* Recital.
dary, &c.), to the said W. L. and R. his wife, to hold
to them for their lives and for the life of A. B. Re-
cites death of A. B.] NOW THIS INDENTURE WIT- Witnesseth.
NESSETH, that in pursuance of an agreement made be-
tween the said E. R., and the said W. L. and R. his
wife, and in consideration of the sum of s. of lawful,
&c., paid by the said E. R. to each of them, the said
W. L. and R. his wife, the receipts whereof are hereby
respectively acknowledged, they the said W. L. and R.
his wife, have and each of them hath surrendered and
yielded up, and by these presents do and each of them
doth, &c., unto the said E. R., his heirs and assigns,
ALL, &c., and all the estate, &c., to the intent and pur-
pose that the said E. R. may be enabled to grant to the
said W. L., and his heirs, a new lease of the said pre-
bend lands, &c., for and during the lives of such three
persons as shall be nominated by the said W. L. [*Cove-*
nant from W. I., that he and his wife will levy a fine
sur concesserunt]. IN WITNESS, &c.

*Surrender of a Mortgage term to merge in the
Inheritance.*

THIS INDENTURE, &c., between [*termor*] of the first
part; and [*mortgagor*] of the other part.

[*Recite the mortgage creating the term*]. AND
WHEREAS, the said sum of l. still remains due and Recital.
owing upon the said recited security, all interest for the
same having been paid up to the day of the date of
these presents. NOW THIS INDENTURE WITNESSETH,
that in consideration of the sum of l. in hand, &c., Witnesseth.
in full satisfaction and discharge of all principal money
and interest now due and owing upon, or by virtue of the
said recited security. The receipt, &c., he the said [*ter-*
mor] at the request and by the desire of the said [*mortga-*
gor], testified, &c. hath assigned, surrendered, and yielded
up, AND, &c., all and singular the said messuage, &c.,
hereinbefore particularly described, and which, in and
by the said indenture of, &c., were granted and de-
mised unto the said [*termor*], his executors, administra-
tors, and assigns, for the term of 500 years, as hercin-
before mentioned, with the appurtenances, and all the
estate, right, title, term of years yet to come and unex-

Habendum.

pired, of him the said [*termor*], in and to the said premises, TO HAVE AND TO HOLD the said messuage, &c., mentioned, and intended to be hereby assigned and surrendered, with the appurtenances, unto the said [*mortgagor*], his heirs and assigns, henceforth, for and during all the rest, residue, and remainder of the said term of 500 years therein, and for and during all the estate, term, and interest of the said [*termor*], of, in, to, or out of the same premises, to the intent that the now residue of the said term of 500 years may be merged and extinguished in the reversion, freehold, and inheritance of the same premises, now vested in the said [*mortgagor*].

USES.

Deeds to lead to the uses of fines and recoveries, are necessary deeds to lead or declare the uses of fines and recoveries; for if they be levied or suffered without any good consideration, and without any uses declared, they, like other conveyances, enure only to the use of him who levies or suffers them. The most usual fine is the fine “*sur cognizance de droit come ceo, &c.*,” which conveys an absolute estate without any limitation to the cognizee: and as common recoveries do the same to the recoverer, these assurances could not be made to answer the purpose of family settlements, (wherein a variety of uses and designations is very often expedient), unless their force and effect were subjected to the direction of more complicated deeds, wherein particular uses can be more particularly expressed. Deeds made previous to the fine or recovery, are called deeds to lead to the uses; if subsequent, deeds to declare them; for by statute 4th and 5th Anne, c. 16, indentures made to declare the uses of fines and recoveries, made after the fines and recoveries had and suffered, shall be good and effective in law, and the fine and recovery shall enure to such uses, and esteemed to be only in trust, notwithstanding any doubts that had arisen on the Statute of Frauds, (29 Car. II., c. 3), to the contrary.

*Deed declaring the Uses of a Fine previously levied
to a Purchaser.*

Parties.

THIS INDENTURE, made, &c., between A. B. and M. his wife, of, &c., of the first part; C. D., of, &c., of the second part; and E. F., of, &c., of the third part; and G. H., of, &c., of the fourth part.

Recital.

WHEREAS, in or as of Hilary term last, the said A. B. and M. his wife, did duly levy a fine “*sur cognizance*

de droit, come ceo, &c." of the messuage, &c., herein-after described, wherein the said C. D. is plaintiff, and the said A. B. and M. his wife, deforcients, by the description of, &c., and proclamations have been duly made on such fine, but no uses have been heretofore declared thereof. AND WHEREAS, the said A. B. hath contracted with the said E. F., for the sale to him of the said messuage, hereditaments, and premises, and the inheritance therein, in fee simple in possession, free from incumbrances, at or for the sum of £. Now THIS INDENTURE WITNESSETH, that in consideration of £. to the said A. B., in hand, well and truly paid by the said C. D., at, &c., the receipt, &c. IT IS HEREBY DECLARED AND AGREED, by and between all and every parties to these presents, that all and singular that messuage or dwelling-house, &c., (*all which said messuage or dwelling-house, buildings, land, and hereditaments, are part of the hereditaments comprised in the aforesaid fine*), with the rights, members, and appurtenances thereto belonging, shall henceforth go and remain, and that the said fine so thereof levied as aforesaid, and all other fines, and all common recoveries and assurances whatsoever, which either have been or shall be made, levied, or suffered, or executed, of the said messuage, buildings, lands, and hereditaments, or any or either of them, or jointly with any other hereditaments, to which the parties hereto, or any of them, are, shall, or may, be parties or party, privies or privy, shall, as to the same hereditaments, or such part thereof as shall be comprised therein respectively be and enure, and that the said C. D., and every other conuzee or conuzces in such fine or fines as aforesaid, shall stand seised of the messuage, buildings, lands, and hereditaments hereinbefore described, (freed from the initiate title to dower, or thirds of the said M. thereout), TO SUCH USES, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, and declarations, as the said E. F., by any deed or deeds, writing or writings, with or without power of revocation, to be by him sealed and delivered, in the presence of, and attested by, two or more witnesses, shall from time to time direct, limit, or appoint, and in the mean time, and until, and also in default of any such direction, limitation, or appointment; and so far as the same (if incomplete) shall not extend, TO THE USE of the said E. F., and his assigns, during his life, without impeachment of waste, and after the determination of that estate by any means in his lifetime, TO THE USE of the said G. H., and his heirs, during the life of the said E. F., IN TRUST NEVERTHELESS, for

Recital of contract for purchase.

Witnessing part.

Uses declared.

the said E. F., and his assigns; and from and after the determination of the estate so thereby limited in use to the said G. H., and his heirs, as aforesaid, to the only use and behoof of the said E. F., his heirs and assigns, for ever. [*Add a covenant from the said E. F. that he has done no act to incumber, and regular covenants from A. B., for the title*]. IN WITNESS, &c.

An Indenture to lead the Use of a Fine.

THIS INDENTURE, made, &c., between I. I., of, &c., of the one part; and W. R., of, &c., of the other part.

WITNESSETH, that it is covenanted, concluded, agreed, and declared between the said parties to these presents, and the said I. I., for herself, her executors, and administrators, BOTH covenant, promise, and declare in manner and form following; (that is to say), that she the said I. I., shall and will, before the feast day of, &c., at her own proper costs and charges, acknowledge and levy in due form of law, before the justices of his majesty's court of Common Pleas, at Westminster, one fine *sur consueance de droit come ceo*, &c., with proclamations according to the form of the statute in such case made and provided, of ALL that, &c., hereinafter mentioned; (that is to say), one, &c., in M., aforesaid, &c., called or known by the name or names of, &c., bounding and abutting in manner following; (that is to say), by such names, bounds, number of acres, and particular species, as lands, meadow, pasture, &c., as in the said fine shall be mentioned, and thereby acknowledged to be the right of the said W. B., and that which the said W. B. hath of the grant of the said I. I., and that the said fine so to be levied, and the execution thereupon to be had or taken, shall be to the only use and behoof of the said W. R., his heirs and assigns, and to or for no other use or uses whatsoever. IN WITNESS, &c.

An Indenture to lead the Uses of a Recovery.

THIS INDENTURE quadrupartite, made, &c., between I. I., of the first part; T. P., of the second part; J. T. and J. S., of the third part; and A. P., of, &c., widow, (late wife of T. P., of, &c., deceased), of the fourth part.

Covenant to
suffer a re-
covery

WITNESSETH, that for divers good causes and considerations it is covenanted, concluded, and agreed, by and between the said parties to these presents, and each of the said parties to these presents BOTH covenant, promise, and agree, to and with the others of them, in

manner following ; (that is to say), that the said J. T. and J. S., shall, on or before the feast day of, &c., purchase and sue forth out of the high court of Chancery of our sovereign lord the king, one original writ of entry *sur disseisin en le post* against the said I. I., returnable before the justices in a certain time in the said writ, and thereby shall demand against the said I. I., all the lands, &c., situate, lying, and being in or in either of them, in the said county of S., called or known by the name of, &c., or by whatsoever other name or names the same hath been known or called, or as part, parcel, or member thereof, reputed, esteemed, or taken, containing in all by estimation, &c., be the same more or less, and also all and singular other the premises, with the appurtenances, in aforesaid, or in either of them, which the said I. I. lately purchased or had of the gift or grant of the said T. P., party to these presents, by certain names, number of acres, and quantities of land in the said writ to be specified, unto which writ the said I. I. shall appear gratis, and take upon him the tenancy of the said lands, tenements, and other the premises, with the appurtenances, and vouch to warranty the said J. P., party to these presents, who shall likewise appear gratis, and afterwards shall make a departure in despite of the court, so that judgment shall be thereupon given, that the said J. T. and J. S. shall recover the said lands, &c., and other the premises in the said writ to be contained, against the said I. I. and that the said I. I. shall recover in value against the said T. P., party to these presents, and that the said T. P. shall recover in value against the said common vouchee, and that execution of the said common recovery so to be had shall be made according to the form of common recoveries in such cases used. AND FURTHER, the said J. T. and J. S., I. I. and T. P., parties to these presents, and the said common vouchee, and either and every of them, shall and will make, do, and acknowledge, suffer and execute, all and every such act and acts, thing and things whatsoever, necessary and expedient for the prosecution of the said recovery, and the execution thereon, according to the form and order of common recoveries, with double voucher in such cases used. AND it is further covenanted, &c., by and between all the said parties to these presents, and each of them NOW by these presents covenant, grant, conclude, and agree to and with the other of them, in manner and form following; (that is to say), that the said recovery of all and singular the lands, &c., and other the premises, shall for ever, immediately from and after the recovery and execution shall be had, be and remain, and all and every

Declaration
of uses.

person and persons who now or at any time after the said recovery to be had, shall stand and be seised of the said premises, or of any part thereof, shall stand and be seised of all and singular the lands, &c., and other the premises, and every part thereof, to the only use and uses hereinafter expressed, and not to any other use or uses, intents or purposes; (that is to say), To THE USE of the said A. P., for and during the term of her natural life, and after her decease, to the use of the said J. J., his heirs and assigns, for ever, and to or for no other use or uses whatsoever. IN WITNESS, &c.

—◆—

An Indenture to lead the Uses both of a Fine and Recovery.

THIS INDENTURE tripartite, made, &c., between, J. G., of, &c., of the first part: J. J., of, &c., of the second part; and T. B., of, &c., of the third part.

Covenant to
levy a fine
to make a
tenant to
the *procurator*.

WITNESSETH, that for divers good causes and considerations it is covenanted, granted, concluded, and fully agreed upon by and between all the said parties to these presents, and each of them DOTH hereby for himself, his heirs, &c., covenant, grant, and fully agree to and with the other and others of them, his and their heirs, executors, &c., in manner and form following; (that is to say), that the said J. G., shall and will, before the &c., next, &c., at his own proper costs and charges in the law, before the justices of our sovereign lord the king, in his majesty's courts of Common Pleas, at *Westminster*, acknowledge and levy one fine *sur consuecice de droit come ceo*, &c., unto the said J. J. and T. B., with proclamations, according to the form of the statute in such case made and provided, in due form of law to be had and levied, of all that messuage, &c., situate, lying, and being in the parishes of H., in the county of K., which are now in the tenure or occupation of A. B. the younger, and some time were the lands and tenements of W. H., deceased, by certain names, number of acres, and quantity of land in the said fine to be contained, by which fine the said J. C. shall acknowledge the said messuage, &c., and all and singular other the premises, with the appurtenances, to be the rights of the said J. J. and T. B., as those which the said J. J. and T. B., shall have of the gift of the said J. G., and the same shall remise, release, and quit claim unto the said J. J. and T. B., and their heirs, for ever, which fine, so to be acknowledged and levied, and the execution thereupon to be had and taken, and the messuage, &c., shall be adjudged, deemed, and taken

to be, and the same and every part and parcel thereof shall be to the only use and behoof of the said J. T. and T. B., their heirs and assigns, for ever, and to or for no other use whatsoever. AND FURTHER, that the said J. J. and T. B., shall, after the said fine so to be acknowledged and levied, permit and suffer the said T. B. party to these presents, and J. D., to purchase and sue forth against them the said J. J. and T. B., one writ of entry *sur disseisin en le post*, &c., and thereby to demand against them the said J. J. and T. B., the said messuages, and all other the premises, with the appurtenances, by certain names in the said count to be contained, unto which writ so to be purchased the said J. J. and T. B. shall appear gratis, and vouch to warranty the said J. G., which J. G. shall likewise appear gratis, and enter into warranty to plead, and after make default, and that thereupon judgment shall be given that the said T. B., party to these presents, and the said J. G., shall recover the said messuages and other the premises, with the appurtenances, against the said J. J. and T. B., and that they the said J. J. and T. B. shall recover in value of the common vouchee, so that a perfect recovery be thereupon had, and that all the said parties to these presents, and the common vouchee, shall make, do, and execute all and every matter and thing necessary and expedient for the prosecution of the said recovery, according to the course of common recoveries, with double vouchers, in such cases used, which recovery so to be had and executed, and the execution thereof, shall be and enure to the only use and behoof of the said J. T., his heirs and assigns, for ever, and to and for no other use or purpose whatsoever. IN WITNESS, &c.

Recovery

Declaration
of uses.

Declaration of the Uses of a Fine and Recovery.

THIS INDENTURE, made, &c., between A. B., of, &c., and C. his wife, of the one part; and E. F., of, &c., of the other part. [*Recite former articles of agreement*].

AND WHEREAS, in pursuance and part performance of the said hereinbefore recited articles of agreement, the said A. B., and C. his wife, did acknowledge and levy one fine *sur conusance de droit come ceo*, &c., unto G. H., &c., of all that, &c., which fine was levied to the intent and purpose that the said G. H. might become a perfect tenant of the freehold thereof, for the purpose of suffering a common recovery of the said messuages, lands, tenements, hereditaments, and premises. AND WHEREAS, a common recovery was duly suffered of all

the said premises comprised in the said fine in Michaelmas term, which was the 35th year of the reign of his present majesty, wherein the said E. F. was demandant, the said G. H. tenant, and the said A. B., and C. his wife, vouchers; who vouched over the common voucher, as by the records of his majesty's court of Common Pleas, reference being thereunto had, will more fully and at large appear. NOW THIS INDENTURE WITNESSETH, that in pursuance and part performance of the said recited articles of agreement, made and entered into previous to, and in consideration of the marriage of the said A. B., and C. his wife, they, the said A. B., and C. his wife, do hereby declare and agree, that the intent and meaning of the said A. B., and C. his wife now is, and, at the time of the said recovery had and suffered, was, that the said fine and recovery so levied and suffered as aforesaid, and all and every other common recovery and common recoveries, fine and fines, conveyances, and assurances in the law whatsoever, already had, made, acknowledged, levied, suffered, or executed, or at any time hereafter to be had, made, acknowledged, levied, suffered, or executed, of the said messuage, lands, tenements, hereditaments, and premises, or of any of them, or of any part or parcel thereof, by or between the said parties to these presents, or any of them, or to which they or any of them are, is, or shall be parties or a party, privies or a privy, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, as to the said messuages, lands, tenements, hereditaments, and premises; and the said G. H., and his heirs, shall stand and be seised of the said messuage, &c. TO THE USE AND BLOOD OF, &c.

WILLS.

By the ancient common law, leases for years, estates by statute-merchant, statute-staple, recognizances, or elegit, and all other chattels real whatsoever, and all debts owing upon specialty, (that is, any bond or other writings), or without specialty, and all household goods and other moveables, and other chattels personal, always were and still are devisable by will, that is, the owner thereof being of the age of 17 years or more, might make his last will and testament, and therein give, bequeath, will, devise, or appoint the same to whom he pleases. And the executor, after the funeral charges and the debts owing by the testator are satisfied, is bound to deliver the said chattels personal, to the person

to whom they are so bequeathed, and to assent to such devise of the chattels real, that the devisee may have the benefit thereof, which rule as to chattels holds in all cases, (except in some cities or boroughs, where the particular custom of the place must be pursued). But an estate in fee simple was not devisable by the common law, unless in some particular boroughs and places by virtue of some special custom.

In the 32d year of the reign of king Hen. VIII., an act was passed, that any person having any land holden only in socage tenure, might devise the same by his last will, at his free will and pleasure.

This statute mentions *socage tenure*, because at that time many of the lands of *England* were holden by knight's service, whereof the owner by that statute could devise only two thirds. But since that time all tenures by knight's service are converted into common socage; so that now any persons having any lands in fee simple, (whether they were anciently held by socage, or converted into socage), may dispose of the same by will.

And 34 Hen. VIII. explains, that all persons having a sole estate in fee simple, or in coparcenary, (that is, where several sisters inherit from their father, or any other ancestor), or in common, where several persons have several estates in the same land undivided, may will or devise their right in the same land, or any rents, commons, or profits, out of the same, at their free will and pleasure; and declares that such wills of fee simple lands, made by any feme covert, or person within the age of 21 years, idiot, or *non sane memorie*, shall be void.

But note, that a joint-tenant who hath a joint estate in fee simple with some other person or persons, cannot by his will devise his part thereof, but it will go to his companions by survivorship. Nevertheless such joint-tenant, by a deed executed in his lifetime, may sever the joint-tenancy, and dispose of his part of the land as he pleases.

The laws of *England* admit of large constructions upon a will, and a will, (if it be possible by any means, and not contrary to the settled rules of law), shall take effect according to the intent of the testator therein any way expressed. So that if A. devises his land to another *for ever*, the devisee shall have the fee-simple without the word *heirs*. And if a man devises his land to another *etsemi suo*, the devisee shall have an estate-tail without the words *heirs of his body*.

But if A. by will devises land to B., without more saying, B. hath an estate for life only, and if A. devises land to B., paying a rent out of the same to C., and his

heirs, or to C. in tail, or to C. during his own life, this by implication will make the estate of B. in the land to be a fee simple. Again, if a man by will should appoint, that in case R. should die without heirs of his body, then S. should have the devisor's land, by this R. hath by implication an estate tail in the land, though there is nothing at all expressly given unto him. If the devisor in his will says that he makes B. his heir, then B. will be *hæres factus*, and have the land, though he is of no kin to A., and there is an infinite number of other cases, wherein the courts have so expounded devises, that the intention of the devisor may take effect.

It is a rule that *voluntas est ambulatoria et nunquam consummata usque ad mortem testatoris*. So that a man may alter his will as often as he pleases, and only the last will stands good.

In a devise of land, it is necessary that the devisee or first taker by the devise be living at the death of the testator, for if A. devises lands to B. and his heirs, and B. dies before A., this devise will be void, and the land will go the heirs at law of the devisor, and is termed a lapsed devise.

But in 29 Car. II., to prevent frauds and perjuries, it is enacted, that all devises of lands, tenements, or hereditaments shall be in writing, signed by the testator or some person in his presence, and by his direction, and shall be attested in his presence, by three or more credible witnesses, else they are void: (but this statute hath been held not to extend to, or effect copyhold lands of inheritance, as they more properly pass by the surrender of the use of the will. Whereupon it is usual not only for the witnesses to subscribe their names, but to mention that they subscribe their names in the presence of the devisor). And that no such devise of lands shall be revoked but in writing, or by burning, cancelling, tearing, or obliterating, by the testator himself, or in his presence, and by his direction. But this statute hath not taken away revocations by acts in law, or implied revocations, and it is necessary that the same interest should remain in the testator at the time of his death, as at the time of making his will, for any, the least, alteration will revoke it. So, if the testator suffered a recovery, levied a fine, or made a feoffment, all these have been held to be revocations: so, a subsequent marriage, and birth of a child is a revocation, and this even if it be a posthumous child. And the aforesaid statute having in many points altered the common law, (though they do not altogether concern the present subject), it may not be amiss here to give some notes thereof; (that is), That all estates and

interests made by livery of seisin only, or by parol, not put in writing, and signed by the party or his agent thereunto authorized, in writing, shall be deemed estates at will only, (except leases not exceeding three years, whereupon the rent shall be at least two-thirds of the improved value). That no estate or interest shall be assigned, granted, or surrendered, but by a deed or note in writing, signed, (*ut supra*), or by act or operation of law. That no action shall charge an executor upon a special promise to answer damages out of his own estate, or shall charge any person upon a special promise to answer for the debt, default, or miscarriage of another person, or charge any person upon an agreement in consideration of marriage, or upon any contract for lands or tenements, or for any interest therein, or upon any agreement not to be performed within one year, unless the promise or agreement, or some memorandum or note thereof, be in writing and signed (*ut supra*). That all declarations of trusts concerning hereditaments shall be in writing or by will, else be void, unless they be trusts that arise or result by implication of law. That all assignments of trusts shall be in writing. That lands shall be liable to the judgments, statutes, and recognizance of *cestui que trusts*. That trusts shall be assets in the hands of heirs. That estates *pour autre vie* shall be devisable. If they descend to heirs they shall be assets. If there be no special occupant, they shall go to executors or administrators, and be assets in their hands. That judgments shall be binding against purchasers only, from the day of signing the same. That execution shall bind the property of goods from the time the writ is delivered to the sheriff. (See 3 Wms. 400, in note). That no contract for goods of the value of 10*l.* or upwards, shall be good, unless the buyer accept and receive part of the goods, or give something in earnest or in part of payment. Or that a note or memorandum of the bargain be in writing, signed by the party or his agent thereunto authorized: but this clause hath been held to extend only to executed contracts, and not to any to be performed in future. 4 Burr. 2101. That recognizances shall bind lands only from the time of the enrolment thereof.

That no nuncupative will (that is, a will by word of mouth) shall be good, where the estate bequeathed exceeds 30*l.* value, unless it be proved by three witnesses, and that the testator did bid the persons present bear witness that such was his will, or to that effect. Nor unless such nuncupative will was made in his last sickness, or in his own house, or where he resided ten days or more before his death, (except such person was taken sick

and died before his return home). That after six months no testimony shall be received to prove such nuncupative will, except the testimony was committed to writing within six days after the making of the will, and the probate shall not pass under seal till fourteen days after the testator's death, and till process first issued to call the widow, or next of kin, to contest the same if they please.

That no will in writing of a personal estate only shall be repealed or altered by words only, except the words in the testator's life be committed to writing, and be read to and approved by him, and that must be proved by three witnesses at least. But wills of soldiers in service and of mariners at sea are excepted out of this act, all which points in the said act are necessary to be known.

As to copyhold estates, no precise or fixed rule can be laid down respecting their descent or their particular incidents. In general they descend according to the rules and maxims of the common law; unless in particular manors, where there are contrary ancient customs; which customs are preserved or evidenced by the records of the court rolls of each respective manor, handed down to posterity by immemorial usage. No better description or history of this tenure can be given, than by following Mr. Justice Blackstone, in the second volume of his Commentaries, p. 97, where he states two main principles to be, that the lands should be parcel of, and situate within the manor under which they are holden. And secondly, that they have been demised or demisable by copy of court roll immemorially; for immemorial custom is the life of all tenures by copy, so that no new copyhold can, strictly speaking, be granted at this day. In some manors, where the custom hath been to permit the heir to succeed to the ancestor, the estates are styled copyholds of inheritance, in others they remain copyholders for life only. And although these estates are said to be holden at the will of the lord, yet custom hath so far superseded such will, that provided the services be performed or stipulated for by fealty, he cannot in the first instance refuse to admit the heir of his tenant upon his death, nor in the second, can he remove his present tenant so long as he lives, as the court of Chancery will compel the lord to admit his tenant. Of fines, some are in the nature of primer seisin, due on the accession of a new tenant, others are mere fines for alienation of the lands; in some manors only one of these sorts can be demanded, in some both, and in others neither. They are sometimes arbitrary, and at the will of the lord; some-

times fixed by custom; but even when arbitrary, the courts of law in favour of the liberty of copyholders, have tied them down to be reasonable, otherwise they might amount to a disinherison of the estate. No fine therefore is allowed to be taken upon descents and alienations (unless in particular circumstances) of more than two years improved value of the estate. See 1 Burr. 206, and Co. Litt. 60, n. 1. And an action of debt will lie to recover such fine at the suit of the lord after admission of the tenant.—6 Vin. 109.

Copyholders hold their estates free from charges of dower, being created by custom. 4 Rep. 24. Yet by particular custom in manors, there may be a tenancy by curtesy, and a wife may have dower, or it is usually called free-bench. Copyhold estates may be entailed, and such entails may be barred by recovery suffered in the lord's courts; but a recovery, or any other act in the common law courts, will not affect them, although they are within the statute of 4 Hen. VII., c. 24, of fines and proclamations. Copyholds are not within the statute of 27 Hen. VIII., c. 10, of jointures, nor 32 Hen. VIII., c. 36, of leases; being demisable in their nature only by copy, they are not within the Statute of Uses, nor extendible in execution, neither are they within the registering acts, but are within the Statute of Limitations, and the 13 Eliz. c. 7, &c., against bankrupts; but the assignees must be admitted, 1 Atk. 95; they are not within the 12 Car. II., c. 24, for disposing of the custody and guardianship of the heir, for if there be a custom for it, it belongs to the lord of the manor: and such estate is not forfeitable for felony before admittance. Copyholders cannot vote for knights of the shire. The estates of poor prisoners are assignable under 10 Geo. II., and the assignees must be admitted. And copyholders are liable to special occupancy.—2 Black. Rep. 1148.

As to the conveyance of copyhold lands from one man to another, the method is generally by surrender, which is the yielding up of the estate into the hands of the lord, for such purposes as in the surrender are expressed, as to a purchaser, mortgagee, or to the use of the last will and testament of the surrenderee, or the like; and the word surrender therein is of such efficacy, that no other will supply the want of it (1), and care must be taken to observe the custom in making the surrender: in some a rod is used, in others a glove, &c. If the surrender be made out of court, then at the next or some subsequent court the jury or homage will present it. And immediately upon such surrender in court, or

(1) *Sed quare*, see Gilb. Ten. 311. Yet the word "*surrender*" is the most proper one, and should always be used,

upon presentment of a surrender made out of court, the lord by his steward grants the same land again, to *cestui que use*, or the surrenderee, and thereupon admits him tenant, according to the form and effect of the surrender, upon which he pays the fine to the lord, and takes the oath of fealty. Till the admission of the surrenderee, the lord considereth the surrenderer as his tenant, who is entitled to receive the profits of his land, to his own use, and must discharge all services due to the lord, yet the interest remains in him, not absolutely, but *sub modo*, for he can neither sell nor charge the land with any subsequent incumbrance, (the admission being retrospective to the surrender). But no manner of legal interest is in the nominee, till admittance; if he enters, he is a trespasser, and cannot maintain an ejectment (1). But upon descent, the heir is tenant by copy, (as to every one but the lord), immediately on the death of his ancestor; he may enter upon the land and take the profits, before admission, and may maintain an ejectment, or do any other act, as effectual to all intents and purposes, as after admittance, a very few instances excepted.

Courts of equity have in some cases supplied the want or defect of a surrender, in favour of younger children, or creditors, &c. And it hath been held, that copyholds have passed by will, though not attested by three witnesses, according to the Statute of Frauds, they in strictness passing more properly by the surrender at the time, than the will, 6 Vin. 50; but by a late act, surrenders of copyholds to the uses of a will are rendered unnecessary.

(1) See Watk. Gilb. Ten. n. 75 and 95. p. 415 and 436

Will of a Widow bequeathing Personal Property among her Relations.

Preamble.

Gift of
wearing
apparel.

Bequest of
money and
other effects
to trustees.

THIS is the last will and testament of me, E. F., of _____ in the county of _____ widow and relict of J. F., late of the same place, esquire, deceased. I give and bequeath all my clothes and wearing apparel, trinkets, house and other linen, unto my niece, M., the wife of I. H., of, &c., gent., and M., the wife of O. V., of, &c., esq., to be equally divided between them, share and share alike. I give and bequeath unto the said C. V., and to R. E., of, &c., merchant, their executors, administrators, and assigns, all my ready money, monies in the public stocks or funds, and all such sums of money as shall be due and owing to me at the time of my decease, upon mortgage or other specialty, or by simple contract, and all other monies and beneficial interest, of what nature or kind soever, to which I am en-

titled, or am in any manner interested in, under, or by virtue of the will of my said late husband, J. F., deceased. And all my household furniture, plate, china, and other effects, (except the wearing apparel and linen before bequeathed), and all and singular other my personal estate and effects, of what nature or kind soever, and wheresoever situate, upon trust, with all convenient speed after my decease, to call in and compel payment of such parts of my said general personal estate as shall consist of monies due and owing upon judgment, bond, or simple contract. And also all other such part or parts of my said personal estate as shall consist of monies invested in any of the public stocks or funds, or due or owing upon real securities, and to sell and convert into money such part or parts thereof as shall consist of furniture, or other specific chattels. And my will is, and I hereby direct and appoint, that the said C. V. and R. E., their executors, administrators, and assigns, do, and shall stand and be possessed of, and interested in my said personal estate, and the monies to arise from the sale and conversion thereof, upon the trusts, and to and for the ends, intents, and purposes hereinafter expressed and declared of and concerning the same; (that is to say), upon trust, in the first place, to pay and satisfy all the just debts which shall be due and owing by me at the time of my decease, and my funeral and testamentary charges and expenses. And, in the next place, as to one-fourth part of the residue of the monies arising from my personal estate, or the sale or conversion of such part thereof as shall not consist of money, upon trust, forthwith to pay the same unto J. L., F. L., E. L., H. L., M. L. L., and H. L., or such of them as shall be living at my decease, in equal portions, share and share alike. And as to all and singular the residue of the monies arising from my personal estate, or the sale or conversion of such part thereof as shall not consist of money, upon trust, that they, the said C. V. and F. E., or the survivor of them, or the executors or administrators of such survivor, do and shall, from time to time, as the same shall be by them received, place out or invest the same in or upon any of the parliamentary stocks or funds of *Great Britain*, or on real securities in *England*, at interest, and do and shall, from time to time, until the same shall be vested at the several times, and in manner hereinafter mentioned, alter, vary, or transpose such stocks, funds, or other securities, for others of the like nature, when and so often as to them it shall seem expedient. And I hereby declare and direct, that the said C. V. and R. E., or the survivor of them, or the executors,

The trusts
to pay
debts

One fourth
to certain
person,

Interest of
a third part
of the resi-
due of her
niece M.,
for her life;

after her de-
cease, to
her husband
for his life,

and after
his decease
to their
children.

or administrators of such survivor, shall stand and be possessed of and interested in the said monies, until the same shall be invested as aforesaid, and of and in the stocks, funds, and securities, in or upon which the same shall be from time to time invested. As to one third part thereof in trust to pay the interest, dividends, and annual proceeds thereof, into the proper hands of my niece, M. the wife of T. H., of the city of W., merchant, being the daughter of my late sister J. deceased, or into the hands of such person or persons, as she by any note in writing under her hand, shall from time to time, *but not by way of anticipation*, appoint to receive the same during her natural life; to the intent that the same may be for the sole and unalienable use of my niece M. H., and may not be subject to the debts, control, disposition, or engagements of her present or any future husband with whom she may happen to intermarry. And I declare and direct, that the receipt and receipts of the said M. H., or of such person or persons as she shall from time to time appoint to receive the same as aforesaid, and her or their receipts only, shall be good and sufficient discharges to the person or persons paying the same, for so much thereof as in such receipt or receipts shall be expressed or acknowledged to be received. And from and after the decease of my said niece M. H., in trust to pay the interest, dividends, and annual proceeds thereof, unto the said J. H. for and during the term of his natural life, to be appropriated by him for the maintenance and education of the children, (if any), of the said M. H., and if not, then for his own use and benefit. And from and after his decease, as to the principal and interest of the said one-third part of the residue of my personal estate, in trust for all and every the children of my said niece M. H., equally to be divided amongst them if more than one, share and share alike; and if there shall be but one child, then for such only child. And I further direct that the same shall become a vested interest or vested interests in him, her, or them, at his, her, or their age or respective ages of 21 years; and be transmissible to his, her, or their executors, administrators, or assigns. And if any such child or children shall happen to depart this life under the said age of 21 years, then the part or share, parts or shares of him, her, or them so dying, shall go and be transferred to the survivors or survivor of them, and the executors, administrators, and assigns of such of them being dead, who shall have lived to attain the age of 21 years, at such time or times, as his, her, or their original share or shares shall become transferrable. And all and every

share and shares so directed to survive and accrue, shall from time to time survive and accrue, together with the original share or shares, until such original share and shares shall become vested. AND UPON FURTHER TRUST in the meantime after the decease of my said niece M. H., and her husband J. H., to pay and apply the interest, dividends, and annual proceeds of the said one-third part of the residue of the said trust monies, stocks, funds, and securities, or so much thereof as shall appear to them to be necessary for and towards the maintenance and education of such children or child of my said niece M. H., until their respective shares, or his or her share therein shall become payable, in proportion to their respective shares and interests therein. PROVIDED ALWAYS, that it shall and may be lawful to and for the said C. V. and R. E., or the survivor of them, his executors or administrators, at any time or times after the decease of my said niece M. H., and her husband J. H., or in their lifetime, if they or the survivor of them shall consent thereto, by any writing or writings, under his, her, or their hand or hands, to levy and raise out of the said monies, stocks, funds, and securities, any part or parts of the portion or portions of such children as aforesaid, not exceeding in the whole for any one such child, one moiety or equal half-part or share of his or their then expectant portion, and to pay and apply the money so to be raised for the preferment or advancement in the world of such child or children, notwithstanding the portion or portions of such child or children shall not then have become vested. And in case there shall be no child or children of the said M. H. living at the time of the decease of the survivor of them the said M. and J. H., or being such, if they shall all depart this life under the age of 21 years, then upon such trusts, and for such intents and purposes, as she the said M. H. by her last will and testament in writing, or any writing purporting to be, or being in the nature of her last will and testament, to be by her duly executed in the presence of, and to be attested by two or more credible witnesses, shall direct and appoint, and for want of such direction or appointment, and as to so much thereof whereof no such direction or appointment shall happen to be made, IN TRUST for such persons of the blood and kindred of the said M. H. living at her decease, as would by the statute of distributions become entitled to the residue of her personal estate, in case she died unmarried and intestate. And as to one other third part of the residue of the monies arising from my personal estate, and the stocks, funds, and securities, in or upon which the same may be invested, in trust to pay the

After the decease of M. H., the proceeds of one-third for maintenance and education of her children.

Proviso, empowering the raising of money for advancement of children.

In case of no child or children, then as M. H. shall direct.

One other third for her niece M., and

her children
and issue.

One other
third for
her niece
M. V., and
her children
and issue.

interests, dividends, and annual proceeds thereof, into the proper hands of my niece M. the wife of the said C. V., or into the hands of such person or persons, as she by any note in writing under her hand, shall from time to time appoint to receive the same during her natural life. To the intent that the same may be for the sole and unalienable use of my said niece M. V., and may not be subject to the debts, control, disposition, or engagements of the said C. V., or of any future husband with whom she may happen to internarry. And I declare and direct that the receipt or receipts of the said M. V., or of such person or persons as she shall from time to time appoint to receive the same as aforesaid, and her or their receipts only shall be good and sufficient discharges to the person or persons paying the same, for so much thereof as in such receipt or receipts shall be expressed or acknowledged to be received. And from and after the decease of my said niece M. V., in trust to pay the said interest, dividends, and annual proceeds thereof, unto the said C. V., for and during the term of his natural life, and from and after his decease. As to the principal and interest of the said last-mentioned one third part of the residue of my personal estate, IN TRUST for and all and every the children of my said niece M. V., who shall live to attain the age of 21 years, in equal portions, share and share alike. And I further will and declare, that the said last-mentioned shares shall become vested and *transmissible interests, and shall be subject to similar provisos for survivorship, accruer, maintenance, and advancement in the world, between and among, and for the benefit of the children or child of my said niece M. V. as are hereinbefore provided for and mentioned, and declared to be incidental to the said trust-monies and premises bequeathed to and directed to be applied for the benefit of the children of the said M. H. AND in case there shall be no child or children of the said M. V. living at the time of the decease of the survivor of them, the said M. V. and C. N., or being such, if they shall all depart this life under the age of 21 years, then upon such trusts, and for such intents and purposes, as she the said M. V. by her last will and testament, or any writing purporting to be or in the nature of her last will and testament, to be by her duly executed in the presence of, and attested by two or more credible witnesses, shall direct or appoint; and for want of such direction or appointment, and as to so much thereof whereof no such appointment shall happen to be made, IN TRUST for such persons of the blood and kindred of the said M. V., as would by the

statute of distributions be entitled to the residue of her personal estate in case she died unmarried and intestate.

AND as to the remaining one third part of the residue of the monies arising from my personal estate, and the stocks, funds, or securities in or upon which the same may be invested, IN TRUST, to pay the interest, dividends, and annual proceeds thereof, unto my nephew J. P., of *London*, artist, son of my late sister A. deceased, for and during the term of his natural life, and from and after his decease. As to the principal and interest of the said last-mentioned one third part of the residue of my personal estate, IN TRUST for all and every the children of my said nephew J. P., who shall live to attain the age of 21 years in equal portions, share and share alike. And I further will and declare, that the said last-mentioned shares shall become vested and transmissible interests, and shall be subject to similar provisions for survivorship, accruer, maintenance, and advancement in the world, between and amongst and for the benefit of the children or child of my said nephew J. P. as are hereinbefore provided for and mentioned, and declared to be incidental to the said trust monies and premises bequeathed to, and directed to be applied for, the benefit of the children of the said M. H. and M. V. And in case there shall be no child or children of the said J. P. living at the time of his decease, or born in due time afterwards, or being such, if they shall all depart this life under the age of 21 years, then upon such trusts, and for such intents and purposes as he the said J. P. by his last will and testament in writing, or any writing purporting to be, or in the nature of, his last will and testament, to be by him duly executed in the presence of two or more credible witnesses, shall direct or appoint, and for want of such direction or appointment, and as to so much thereof, whereof no such appointment shall happen to be made, IN TRUST for such persons of the blood and kindred of the said J. P., as would, by the statute of distributions, become entitled to the residue of his personal estate in case he died intestate. And I declare and direct, that if the said C. V. and R. E., or any trustee or trustees to be appointed in the stead or place of them or either of them, or of any future trustee or trustees as hereinafter mentioned, shall die or go to reside beyond seas, or refuse or decline, or become incapable to act in the whole or any of the trusts of this my will, then and in such case, the surviving or continuing trustee, (if any), whether such surviving trustee shall be willing to act in other respects or not, or if both the trustees for the time being shall be then dead, then the executors or administrators

Remaining third, in trust for her nephew J. P., his children and issue.

Declaration in case trustees decline, &c.

Trustees
chargeable
only for
their re-
spective
acts.

And not
liable for
any banker.

of the surviving trustee shall, by any writing or writings, under his or their hand and seal, or hands and seals, from time to time nominate, constitute, or appoint some other person or persons, to be a trustee or trustees, in the stead or place of the trustee or trustees so dying, going to reside beyond seas, or being desirous of being discharged, or declining, or becoming incapable to act as aforesaid. And thereupon all the monies and premises hereby bequeathed, upon trust as aforesaid, shall with all convenient speed be assigned and transferred to, and in such manner, that the same shall and may be legally and effectually vested in the surviving or continuing trustee, and such new or other trustee, or if there shall be no continuing trustee, then in such new trustees only; upon the same trusts, and with the same powers and authorities as are hereinbefore declared and contained, of and concerning the same monies and premises, or such of the same trusts, powers, and authorities, as shall or may be then subsisting or capable of taking effect. And it is my will, that my trustees for the time being, and every of them, and their respective executors, administrators, and assigns, shall be severally charged and chargeable only for such monies as they shall actually receive, respectively, by virtue of the trusts hereby in them reposed, although they, or any of them, may give, sign, or join in any receipt or receipts, for the sake of conformity. And that each of them only shall be answerable or accountable for himself, and his own acts, and not for the acts of the other of them. And that none of them shall be answerable or accountable for any banker, broker, or other person with whom any part of the trust-monies to arise under this my will shall or may be deposited, nor for the sufficiency or deficiency of any security, in or upon which the said trust-monies, or stocks, or any parts thereof, shall be placed out, or invested, nor for any defect of title in any hereditaments to be taken in mortgage as aforesaid, nor for any other misfortune or loss in the execution of the trusts of this my will, or any of them, unless the same shall happen by or through his or their own wilful default respectively. And that it shall and may be lawful to and for the said trustees or trustee for the time being, and every one of them, to retain to, and reimburse themselves and himself, and to allow his co-trustee, by or out of the said trust-monies and premises, comprised in, or to arise under this my will, all costs, damages, and expenses, which they or any of them shall or may suffer, disburse, or incur, in or about the execution of the aforesaid trusts, or any of them, or in relation thereto. I request that none of my friends will go into mourn-

ing for me. I hereby revoke all former wills made by me, and appoint the said C. D. and R. E. joint executors to this my last will and testament. IN WITNESS whereof, I have to this my will, contained in sheets of paper, set my hand to the first sheets, and my hand and seal to the eighth and last sheet, the day of in the year of our Lord

E. F.

Signed, sealed, published and declared, by the said testatrix, as and for the last will and testament, in the presence of us, who in her presence, at her request, and in the presence of each other, have hereunto subscribed our names as witnesses.

Will devising Lands to be sold, and others purchased and settled in a correct strict Settlement.

THE last will and testament of me, M. W., of, &c. widow. First, I give and bequeath unto my grand-daughter E. L., only daughter of J. L., deceased, the late wife of L. L., of, &c., her executors and administrators, all my wearing apparel, gold watch and seals thereto, and all my silver plate and rings. And I give and bequeath all my ready money, and monies upon securities, and all my estate, term and interest in the leasehold messuage, lands and premises, in the parish of, &c., held by lease heretofore granted by, &c. And also all other my personal estate whatsoever, not hereinbefore specifically disposed of, which I order and direct my executors to sell and convert into money, unto T. J. W., of, &c., and the Rev. M. P., of, &c., their heirs, executors, administrators, and assigns, upon the trusts hereinafter mentioned concerning the same. I give, devise, and bequeath, all that my undivided moiety or half-part, the whole into two equal parts to be divided, of and in all those several messuages or dwelling-houses, with the offices, situate, &c., in the occupation of, &c. And also the land-tax of the entirety of the last-mentioned messuages or dwelling-houses and premises, which I have lately purchased or redeemed. And also the land-tax of a certain messuage, farm, and lands, situate, &c. And also of a certain other messuage, farm, and lands, commonly called or known by the name of, &c., situate, &c., which last-mentioned land-tax I have lately purchased or redeemed; and all other my messuages, lands, tenements, hereditaments, and real estate whatsoever, and wheresoever, UNTO AND TO THE USE of the said T. J. W. and M. P., their heirs,

Bequest of wearing apparel.

Ready money to trustees upon trust.

Devise of freehold, in trust, to sell.

executors, administrators, and assigns, respectively, for ever, UPON THE TRUSTS hereinafter declared concerning the same; (that is to say), IN TRUST, as soon as conveniently may be, after my decease, to sell and dispose of the said premises, either entirely, or in parts, and by public auction or private contract, to any person or persons who shall be willing to become the purchaser or purchasers thereof, for the best price or prices that can be reasonably gotten for the same. And I declare and direct, that the said T. J. W. and M. P., and the survivor of them, shall stand and be possessed and interested of and in the money to arise and be produced from any personal estate, to them given as aforesaid, and by the sale of the said premises hereinbefore directed to be sold. UPON THE TRUSTS following, (*id est*), IN TRUST throughout, to pay all the debts which I shall owe at the time of my decease, and my funeral expenses, and the costs and charges of proving this my will. AND upon trust, that they the said trustees, and the survivor of them, and the heirs, executors, administrators, and assigns respectively of such survivor, do and shall invest and lay out the ultimate residue or surplus of all and singular the monies to arise and be produced as aforesaid, in the purchase of freehold messuages, lands, tenements, and hereditaments of inheritance in fee simple, to be situate in that part of the United Kingdom of *Great Britain and Ireland* called *England*, and do and shall settle, convey and assure, or cause and procure the said last-mentioned messuages, tenements, and hereditaments, to be settled, conveyed, assured, to and for the several uses, upon the trusts, and to and for the intents and purposes hereinafter mentioned, expressed, or declared, of or concerning the same, (*id est*), To the use, intent, and purpose, that E. N., of, &c., widow, may receive and take thereout during her natural life, the yearly sum of *l.* of, &c., current in *England*, free from taxes, and clear of all other deductions, at or upon the two following days, (*id est*), on the 25th day of March, and the 29th day of September in every year, by equal portions; the first payment thereof to begin and be made upon such of the said days as shall first happen next after my decease. And to this further use, intent, and purpose, that if the said yearly sum of *l.*, or any part thereof, shall be behind for the space of *days* next, after either of the days hereinbefore appointed for the payment thereof; then and from time to time as it shall so happen, it shall and may be lawful to and for the said E. N., and her assigns, into and upon the said messuages, lands, tenements, and hereditaments, hereby charged with the pay-

To pay
debts.

To lay out
the residue
of the purchase
money in the
purchase of
lands, and
settle the
same to the
intent that
E. N. shall
receive an
annuity.

ment of the said yearly sum of £., or any part of the same premises, to enter and distrain, and the distress and distresses then and there found and taken, to lead, drive, carry away, impound, and keep, or otherwise dispose of according to law, until thereby or therewith, or otherwise, the yearly sum of £., and all arrears thereof, together with all costs and charges attending such entry and distress, and all such damages as the said E. N. or her assigns shall or may sustain, by reason of the non-payment thereof, shall be fully satisfied and paid, and subject to the said yearly sum of £., and to the remedy and power given for securing and recovering the same, To THE USE of my said grand-daughter, the said E. L., and her assigns, for and during the term of years, if she shall so long live, without impeachment of waste, *and from and after the determination of the estate, by forfeiture, or otherwise, in her life-time,* To THE USE of the said [trustees], and their heirs, during the life of my said grand-daughter, E. L., IN TRUST, to support the contingent uses and estates hereinafter limited, and by the usual ways and means to preserve the same from being defeated or destroyed; but nevertheless, to permit and suffer my said grand-daughter, E. L., and her assigns, during her life, to receive and take the rents and profits thereof, to and for his and their own use. And from and after her decease, To THE USE of the first son of the body of my said grand-daughter, E. L., to be begotten, and the heirs of the body of such first son issuing, and in default of such issue, To THE USE of the second, third, fourth, fifth, sixth, seventh, and all and every other the son and sons of the body of my said grand-daughter, E. L., to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall be, in priority of birth, and the heirs of the body and respective bodies of all and every such son and sons issuing, every elder of such sons, and the heirs of his body, being always to be preferred, and to take before every younger of such sons, and the heirs of his body. And in default of such issue, To THE USE of all and every the daughter and daughters of the body of my said grand-daughter, E. L., to be begotten, equally to be divided between or amongst them, (if more than one), as tenants in common, and the heirs of the body and respective bodies of all and every such daughter and daughters issuing. And on the death and failure of issue of any one or more of the same daughters, then, as well the original share or shares of such of them so dying, and of whom there shall be a failure of issue as aforesaid, and also such share or shares as shall accrue, shall go, remain, and be to the use of the survivors

To E. L.
for her life.

Trustees to
support.

To the first
son of the
body, &c.

On failure
of issue.

To the only son of his daughter J. L., his children and issue, and in default of such issue to M. W., only daughter of T. J. W., in fee.

or survivor, and others or other of them, to take as tenant in common, and the heirs of the body and respective bodies of such survivors or survivor, and others or other of them. And in default of such issue, To the use of my grandson, W. L. L., the only son of my said daughter, J. L., and his assigns, for and during, &c., [*same limitations as before in respect to his children and issue*], and in default of such issue, To the use of the said T. J. W., his heirs and assigns, for ever; but if the said T. J. W. shall happen to depart this life in my life-time, then To the use of M. W., only daughter of the said T. J. W., her heirs and assigns, for ever. And I direct, that from and after my decease, until the sale and sales hereinbefore directed to be made as aforesaid, shall be made and executed, the rents and profits of the said premises hereby directed to be made as aforesaid, shall, in the first place, be applied in payment of the said yearly sum of £., to the said E. N. and her assigns, during her life as aforesaid; and that the surplus of the said rents and profits shall, from and after my decease, until such sale or sales be paid to such person or persons in such shares and proportions, and applied to such purposes as the interest of the residue or surplus of the money to arise by such sale or sales, which shall remain, after payment of the said debts and sums of money hereinbefore directed to be paid thereout, would, according to the true intent and meaning of this my will, after such sale or sales, be payable or applicable to

Until monies laid out as aforesaid, same to be vested in government securities.

AND I hereby direct, [*receipts of trustees to be a discharge, and purchasers not answerable, &c.*]. And I do hereby declare and direct, that in the meantime, and until the said trust-monies hereinbefore directed to be laid out and invested in the purchase of lands and hereditaments as aforesaid, shall not be so actually laid out and invested, the same monies and premises shall be placed out and invested in the names of my said trustees, in or upon government or real securities. And I declare and direct, that the interest, dividends, and yearly produce of the said last-mentioned trust-monies, shall, in the first place, be appropriated in payment and discharge of the said yearly sum of £., hereby given and secured to the said E. N., for her life as aforesaid, and that the residue thereof shall be paid to and received by such person or persons, and in such shares and proportions, manner and form, as covenanted, have been entitled to the rents and annual profits of the said messuages, tenements, and hereditaments hereinbefore directed to be purchased, in case the same were then actually purchased and settled, as above-mentioned. AND I also further declare and

direct, that the consent and approbation of the person and persons for the time being, immediately beneficially interested of and in the said trust, estates, monies, and premises, or the rents, interest, annual produce, (in case she, he, or they shall then be of the full age of 21 years), shall be necessary and requisite, and obtained for and to all such purchaser or purchasers, and placing out, or investing and calling in of the said trust-monies and premises as before mentioned. Provido in case trustees decline, &c. PROVIDED ALWAYS, and I direct, that if either of them, the said [trustees], shall, before the complete performance of the trusts hereby in them reposed, either die, or be desirous to decline, and be discharged of and from all or any of the same trusts, then one or more new trustee or trustees, shall and may, by my said grand-daughter, E. L., during her natural life, in case she shall have attained her age of 21 years; and from and after her death, or failure of issue, by my said grandson, W. L., in case he shall have attained that age; and in all other instances, and upon all other occasions, by the surviving or continuing trustee, be nominated in the place of such of them so dying, or being desirous to be discharged, and so from time to time, when and as often as any of the trustees for the time being shall die, or be desirous to be discharged. And I direct, that the trust-estate, monies, and premises which shall be then vested in the person so dying, or such part thereof respectively, from the trusts whereof any of the trustees then in being shall be desirous to be discharged, shall respectively, with all convenient speed, be converted and transferred, so and in such manner to be vested in such new and surviving, and continuing trustee or trustees, upon the trusts hereinbefore declared concerning the same, or upon such of the same trusts as, for the time being, shall be existing, or capable of taking effect. And I do constitute and appoint the said, &c., executors, &c., and submit to their discretion the expenses of my funeral, but desire the same may not be attended with more expense than decency requires. Gift of all estates in mortgage with testator to the trustees. ALSO, I give to the said [trustees], their heirs and assigns, *all such real estates as are now vested in me by way of mortgage, in order to enable them, with the greater ease and convenience, to recover and receive and get in the monies secured by such mortgages, for the purposes of this my will, and I do hereby, &c., [trustees not accountable, &c.].* And that they respectively shall and may retain, To be allowed expenses. and be allowed all the costs, charges, damages, and expenses to be occasioned in the performance of the trusts in them reposed, or to be reposed by virtue or in pursuance of this my will. And lastly, I do revoke, &c. IN WITNESS, &c.

Will of real and personal Property.

THIS IS THE LAST WILL AND TESTAMENT of me,
A. B., late of M., in the parish of C., in the county of
but now of esq. First, I will and di-

Debts and
funeral ex-
penses to be
paid, and he
subjects his
real estate
in aid.

Bequest of
his house-
hold goods,
&c., to his
wife.

Recital of
the settle-
ment pre-
vious to his
first mar-
riage.

rect that all my just debts, funeral expenses, and tes-
tamentary charges, be paid by my executors, hereinafter
named, as soon as conveniently may be after my decease.
And I subject and charge my real estate with the pay-
ment thereof, in aid of my personal estate. I give and
bequeath unto my dear wife M. B., her executors, ad-
ministrators and assigns, all my household goods and
furniture, plate, linen, china, prints, pictures, chattels
and implements, and utensils of household, which shall
be in, about, belonging or appertaining to my dwelling-
house at the time of my decease; and also all the rest,
residue, and remainder of my personal estate and effects
whatsoever and wheresoever, and of what nature, kind,
or quality soever, for her and their own absolute use and
benefit. AND WHEREAS, under and by virtue of cer-
tain indentures of lease and release, and settlement,
bearing date respectively, the and days of

the release and settlement being of six parts:
and made between J. W., esq., and A. his wife, of the
first part; S. W., spinster, of the second part; myself,
of the third part; J. M. G., esq., and W. W., gentleman,
of the fourth part; J. C., gentleman, of the fifth part;
and E. C., gentleman, and J. D., gentleman, of the
sixth part; being the settlement made prior to my mar-
riage with the said S. W., afterwards my wife, and since
deceased, a certain messuage or tenement, farm, lands,
and hereditaments, at, &c., in the parish of, &c., with
the appurtenances, were, after the solemnization of
the said then intended marriage, limited to certain uses
therein expressed, and since determined, remainder to
the use of myself for life; remainder to the use of the
said S. W., for life; remainder to certain other uses
therein expressed, and since determined; remainder to
the use of the said E. C. and J. D., for the term of
1000 years, UPON TRUST, to raise the sum of £.,
by the means therein mentioned, and to pay the sum of

£., with interest, to the said J. W., and to pay the
further sum of £., with interest, as the said S. W.
should appoint, and in default thereof, to the said J. W.

Recital of
the settle-
ment made
previous to
his second
marriage.

AND WHEREAS, under and by virtue of certain other in-
dentures of lease and release and settlement, bearing
date respectively, the and days of the
release and settlement being of four parts, and made
between myself, of the first part; M. H., spinster, of the
second part; J. S., esq., and W. W., esq., of the third

part; and B. D. D., esq., and R. H., gentleman, of the fourth part; (being the settlement made prior to my marriage with the said M. H., my present wife), a certain other messuage or tenement, lands and hereditaments, called U. M., in the parish of C. aforesaid, certain cottages and lands thereto adjoining, and the said messuage or tenement, farm, lands and hereditaments, at C. aforesaid, comprised in the first-mentioned settlement, were, after the said then intended marriage, limited to the use of myself for life; remainder to the use that my present wife should receive a rent-charge of

£. for her life, with powers of distress and entry, and which was to be in bar of dower; remainder to the use of the said B. D. D. and R. H., for the term of 1000 years, from my decease, UPON TRUST, for better securing the said rent-charge to my said wife, and by the means therein mentioned, to raise the sum of £., and pay the same unto and amongst the younger children of myself and wife, in such shares and at such times, and in such manner, as we by any deed or instrument in writing should appoint; and in default thereof, upon such trusts, as are therein mentioned. AND WHERE-

AS, I have three children now living: namely, W. my eldest son, and M. and R. my two younger children, and there is not any prospect of our having any other child. And I, and my said present wife, have therefore appointed the sum of £., directed to be raised under the trusts of the last before-mentioned term of 1000 years, to be paid to our two younger children, the said M. and R., in equal proportions. AND WHEREAS, I have lately conveyed a certain estate called the B

situate in the parish of C. aforesaid, with the appurtenances, unto and to the use of P. J., of, &c., esq., and R. H., of, &c., esq., UPON TRUST, to sell and pay off the mortgages affecting the same, and certain bond and simple contract debts in the conveyance thereof mentioned, and to invest the surplus monies in the funds, or upon securities, and to permit the annual proceeds thereof to accumulate until the principal and interest monies shall amount to the sum of £., and to pay the annual proceeds of such last-mentioned sum unto me, during my life, and after my death, to pay the same principal sum to the said E. C. and J. D., in satisfaction of the sum of £., directed to be raised by virtue of the first before-mentioned settlement, under the trusts of the first-mentioned term of 1000 years, thereby created. Now I, the said A. B., do give and devise

all those my messuages or tenements, farms, lands, hereditaments and premises, comprised in the last before-recited indenture of settlement, and commonly called the

Recital that the (testator has three children.

The exercise of the appointment.

Recital that testator has conveyed an estate,

Upon trust to sell and pay off the mortgages affecting the same, and to invest the surplus monies in the funds, until the same should amount to

Testator devises all his messuages or tenements, &c.

Subject to the charges and incumbrances.

And all other his estates in the county of H.

Upon the trusts, &c.

Upon trust that they, &c., subject and without prejudice to the trusts, &c.

receive and take the annual profits, &c.

And pay and apply the same unto his said wife, M. B.

And from and after her decease.

Upon trust, &c., by sale or mortgage, &c., to raise *l.*

And stand possessed thereof, as after mentioned, and after raising the same, then

Upon trust that they, &c., should at the request of his son W., convey the premises at

M. and C. estates, with the rights, members, and appurtenances thereto respectively belonging, subject to the charges and incumbrances affecting the same respectively. AND all other my real estates in the county of H. aforesaid, and all my estate, right, and interest therein, respectively, with their and every of their rights, members, privileges, and appurtenances, unto and to the use of the said P. J. and R. H., their heirs and assigns, UPON THE TRUSTS, and for the ends, intents and purposes, and subject to the powers, provisos, and declarations hereinafter in this my will expressed, declared, and contained, of and concerning the same; (that is to say), UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the heirs or assigns of such survivor, do and shall, (subject and without prejudice to the several trusts declared of the said several hereditaments and premises by my said marriage settlements, which shall at the time of my decease be unsatisfied), receive and take the annual rents, issues, and profits of my said freehold hereditaments and premises, as the same shall become due and payable. And do and shall pay, apply, and dispose of the same unto my said wife M. B., for and during the term of her natural life, to be by her paid, applied, and disposed of, for the maintenance, education, and support of my said three children, W. B., M. B., and R. B., in equal proportions, at such times and in such manner as she shall think proper, and from and after the decease of my said wife M. H., UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the heirs or assigns of such survivor, do and shall forthwith, by mortgage, sale, demise, or other disposition of the said hereditaments and premises, or of a competent part thereof, or by the said ways or means, or for such other ways or means as they or he shall think fit, levy and raise, or borrow, and take up at interest, the sum of *l.*, of lawful money of *Great Britain*, and do and shall stand and be possessed of and interested in the same principal sum of *l.*, upon the trusts, and for the ends, intents and purposes, and subject to the powers, provisos, and declarations hereinafter in this my last will expressed and declared of and concerning the same principal sum; and from and immediately after the levying and raising of the said principal sum of *l.* UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the heirs or assigns of such survivor do and shall, at the request, costs and charges of my said son W. B., his heirs or assigns, convey and assure the said messuages or tenements, farms, lands, hereditaments and premises, called by the name of U. M., as they are now in the occupation of the said R. H., or

his assigns, at the yearly rent of £., with the appurtenances, UNTO AND TO THE USE of his said son W. B., Unto his heirs and assigns, for ever. AND ALSO UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the heirs or assigns of such survivor, do and shall, at the request, costs, and charges of my said son, R. B., his heirs or assigns, convey and assure the said mes- suage or tenement, farm, lands, and hereditaments, at C., in the parish of C. aforesaid, as the same are now in the occupation of, &c., or his assigns, at the yearly rent of £., with the appurtenances, unto and to the use of my said son, R. B., his heirs and assigns, for ever. PROVIDED, and my will is, and I do hereby declare, that if the surplus monies to arise and be produced from the sale of my said estate, called the B., and the interest thereof, and the accumulations of the same, shall not, at the time of my decease, be equal to the sum of £. sterling, then, and in such case, I do HEREBY subject and charge my freehold estate at U. M., hereinbefore directed to be conveyed to my said son, W. B., with the payment of one moiety, or half-part of such sum of money as shall be necessary to be raised from the C. estate, under the trusts of the first-mentioned term of 1000 years, limited and created by my first marriage settlement hereinbefore mentioned; and I do hereby authorize and empower the said P. J. and R. H., and the survivor of them, and the heirs or assigns of such survivor, to levy and raise one moiety, or half-part of such deficiency, by mortgage, sale, demise, or other disposition of the said hereditaments and premises, called M. aforesaid, before any conveyance shall be made to my said son W., under or by virtue of this my will; it being my desire that the several estates hereinbefore devised to, or in trust for my said sons, W. B. and R. B., shall be equally subject to the payment of so much of the said sum of £., charged on the C. estate, as shall not be satisfied by the surplus sale monies to be produced by the sale of the B. estate. AND I do hereby also will and direct, that the said sum of £., hereinbefore by this my will directed to be raised from the said M. and C. estates, the trusts whereof are hereinafter by this my will declared, shall be levied and raised upon the said two estates in equal proportions; (that is to say), £. upon the M. estate, and the other £. upon the C. estate. AND as, to, for, and concerning the said sum of £. hereinbefore directed to be raised out of the several estates hereinbefore devised to the said P. J. and R. H., their heirs and assigns, UPON THE TRUSTS hereby declared, I do hereby will and declare, that they, the said P. J. and

son W. B. in fee.

And to convey the other estate at C., to his son R. B. in fee.

Proviso, that if the surplus monies arising from the sale of the B. estate should be insufficient to discharge the said sum, Then, and in that case, he subjects and charges the two estates so to be conveyed to his two sons, with an equal payment to make up such insufficiency.

Testator further directs, that the said sum of £. shall be raised upon the two estates in equal proportions. And as to, for, and concerning the same sum of £. testator

declares his said trustees, &c., shall stand possessed thereof.

Upon trust, &c., that trustees, with the consent and approbation of his daughter M., if living, and attained the age of 21, whether married or not.

Place out and invest the same sum of £. on security, by her direction, or at the discretion of the trustees for the time being.

And stand possessed of the dividends, interest, and proceeds thereof.

Upon trust.

During the natural life of testator's daughter M., to pay

and apply the interest thereof as she should (whether covert or discover) direct.

And in default of

R. H., and the survivor of them, and the executors and administrators of such survivor, shall stand and be possessed of, and interested in the same sum of £., so directed to be raised by them as aforesaid, UPON THE TRUSTS, and for the ends, intents, and purposes, and with and under and subject to the powers, provisos, conditions, and declarations, hereinbefore in this my will expressed, declared, and contained, of and concerning the same; (that is to say), UPON TRUST, that they, the said P. J. and R. H., or the survivor, or the executors or administrators of such survivor, do and shall, and with the consent and approbation of my said daughter M. H., if she shall be living, and of the age of 21 years, testified by some writing under her hand, whether covert or discover, and notwithstanding any coverture; and if she shall be dead, or under age, then at the discretion, and of the proper authority of the said trustees or trustee for the time being, as the case shall happen, PLACE OUT and invest the said sum of £. in the public funds, or on government or real securities, at interest, in their or his own names or name; and do and shall, from time to time, (with such consent and approbation testified as aforesaid, or at the discretion, and of the proper authority of the said trustees or trustee for the time being, as the case shall happen as aforesaid), vary, alter, and transpose all or any of such funds or securities, for other funds or securities of the like kind, when and so often as it shall seem meet, and do and shall stand and be possessed of, and interested in the said capital sum, bank annuities, funds and securities as aforesaid; AND the dividends, interest, and annual produce thereof respectively, upon the several trusts, and for the several ends, intents, and purposes, and with, under, and subject to the several powers, provisos, and declarations hereinafter mentioned, expressed, declared, and contained, of and concerning the same; (that is to say), UPON TRUST, that they, the said P. J. and R. H., or the survivor of them, or the executors or administrators of such survivor, do and shall, from time to time, and at all times during the life of my said daughter M. B., pay, apply, and dispose of the dividends, interest, and annual produce of the said capital sum, bank annuities, funds, and securities aforesaid, as the same shall accrue and become due unto such person or persons only, and for such intents and purposes only, as she my said daughter M. B., at any time or times, or from time to time, by any writing or writings, under her hand, shall. (whether covert or discover, and notwithstanding any coverture) direct or appoint; and for default of such direction or appointment, and in the mean

time, and from time to time, until she shall or may happen to make any such direction or appointment, do, and shall pay the same dividends, interest, and produce, or so much thereof, whereof she shall, from time to time, make no such direction or appointment, into the proper hands of her the said M. B., for her sole and separate use and benefit, exclusive and independent of any husband, who shall not concern himself or intermeddle therewith, or with any part thereof, nor shall the same or any part thereof, be in any manner howsoever subject or liable to his disposal, control, debts, or engagements, and the receipt and receipts of my said daughter M. B., and of such person or persons as she shall or may at any time or times, or from time to time, direct or appoint to receive the same, shall, (notwithstanding any coverture), be a good and effectual release and discharge, or good and effectual releases and discharges for the same, or for so much and such part or parts thereof, as in such receipts shall respectively be acknowledged or expressed to be received. And from and immediately after the decease of my said daughter M. B., THEN UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the executors or administrators of such survivor, do and shall pay unto, or sufficiently authorize and empower the husband of my said daughter (in case of her marriage, and leaving a husband her surviving), and his assigns, during his life, to receive and take the dividends, interest, and produce of the said capital sum, bank annuities, funds, and securities, as the same shall from time to time become payable, to and for his and their own use and benefit, and from and immediately after the decease of my said daughter M. B., and her husband, THEN UPON TRUST, that they the said P. J. and R. H., or the survivor of them, or the executors or administrators of such survivor, do and shall pay, assign, or transfer the said capital sum, bank annuities, funds, and securities, and the dividends, interest, and annual produce thereof, unto and between, or amongst all and every the child and children of my said daughter M. B., lawfully to be begotten, in equal parts and proportions, and share and share alike, if more than one; and if there shall be but one such child, then the whole to go and be paid, assigned, or transferred, to such only child, the portion, part, or share, or respective portions, parts, or shares of such of the said children as shall be a son or sons, to be paid, assigned, or transferred to him, or them, at his age or their respective ages of 21 years. And the portion, part, or share, or respective portions, parts, or shares, of such of the same children as shall be a daughter or

such direction, to pay the interest into the proper hands of her the said M., independent of her husband.

And from and after the decease of the said M., then upon trust that the husband of said M., (if married) shall receive the interest thereof, during his life.

And after the decease of the said M. and her husband, to pay the said sum, interest, &c., to all and every the children of the said M., share and share alike as and when they shall attain their respective ages of 21 years, or days of marriage.

with the
consent of
guardians.

And if
either of
said chil-
dren shall
attain the
age of 21
years in the
lifetime of
testator's
daughter
M., and
her hus-
band, or the
survivor of
them: then
their parts or
shares to be
considered
vested in-
terests, &c.

To apply
interest for
education of
children,
until their
attaining,
&c.

daughters, to be paid, assigned, or transferred, to her or them, at her age, or their respective ages of 21 years, or on the day or days of her marriage, or their respective marriages, under that age, with the consent of her or their guardian or guardians for the time being, which shall first happen, next after the decease of the survivor of them, my said daughter M. B. and her husband; and in case any such child or children, being a son or sons, shall attain his age or their respective ages of 21 years, or being a daughter or daughters, shall attain her age, or their respective ages of 21 years, or shall be married respectively under that age, in the lifetime of my said daughter M. B. and her husband, or of the survivor of them, with the consent of her or their parent, then the portion, part, or share, or respective portions, parts, or shares of such son or sons, so attaining such age or respective ages, and of such daughter or daughters, so attaining such age or respective ages, or marrying respectively under that age, in the lifetime of my said daughter M. B., and her husband, or of the survivor of them, and with such consent as aforesaid, shall be considered as a vested interest, or as vested interests in all and every such sons and daughters respectively, and shall be transmissible to their and each and every of their respective executors and administrators, notwithstanding their respective decease afterwards, in the lifetime of their said parents, or either of them, but nevertheless, the actual payment, assignment, or transfer thereof respectively shall be postponed, and shall not be made until after the decease of the survivor of them, my said daughter M. B. and her husband. AND UPON FURTHER TRUST, that they the said P. J., and R. H., or the survivor of them, or the executors or administrators of such survivor, do and shall, after the decease of the survivor of them, my said daughter M. B. and her husband, in the meantime, and until the portion, part, or share, or respective portions, parts, or shares of such child or children, shall, under or by virtue of this my will become payable, assignable, or transferable as aforesaid, pay the annual dividends, interest, and proceeds thereof, as the same shall become due, or so much and such part of the same dividends, interest, and proceeds, as to them my said trustees or trustee for the time being, shall seem meet and reasonable, into the hand or hands of the guardian or guardians for the time being of such child or children, whose share or respective shares shall not then have become due or payable, in order that such dividends, interest, and proceeds, may be by such guardian or guardians, applied for or towards, or in augmentation of the maintenance and education of such

child or children respectively, not exceeding the annual dividends, interest, and proceeds of the portion, part, or share, or respective portions, parts, or shares, of such child or children respectively, of and in the said capital sum, bank annuities, funds, and securities as aforesaid.

PROVIDED ALWAYS, and my will and mind is, that in case in any one year, any sum or sums of money shall be paid and applied by the said trustees or trustee for the time being, in pursuance of this my will, for or towards, or in augmentation of the maintenance and education of any such child or children respectively, which shall be less than the annual dividends, interest, and proceeds of the portion, part, or share, or respective portions, parts, or shares of such child or children respectively, then and in such case, the surplus or savings of such dividends, interest, and annual proceeds, shall accumulate and go in augmentation of, and be paid and payable at the same time or times, and together with the original portion, part, or share, or respective portions, parts, or shares of such child or children respectively. BUT NEVERTHELESS, it shall and may be lawful to and for the said trustees or trustee for the time being, to pay, apply, or dispose of the surplus or savings of the dividends, interest, and annual produce of the share or respective shares of any such child or children in any preceding year, for or towards, or in augmentation of the maintenance and education of such child or children in any succeeding year. PROVIDED ALSO, and it is my will, that if any such child or children, being a son or sons, shall depart this life, before he or they shall attain his age or their respective ages of 21 years, or being a daughter or daughters, shall happen to die before she or they shall attain her age or their respective ages of 21 years, or shall be married respectively under that age with such consent as aforesaid, then the portion, part, or share, or respective portions, parts, or shares of such son or sons so dying under the age of 21 years, and of such daughter or daughters so dying under the same age, without having been married with such consent as aforesaid, (of and in the said capital sum, bank annuities, funds, or securities as aforesaid), other than and except what shall have been actually employed or disposed of for the benefit of any such child as herein is expressed, shall go and accrue to the survivors or survivor, and others or other of such sons and daughters, and be equally divided between or amongst them all, (if more than one), in equal parts and proportions, and share and share alike. AND the same shall be considered as a vested interest, or as vested interests in them respectively, and shall be pay-

Proviso, that if the money so applied shall be less than the interest arising from the share or portion of such child, the same shall be in augmentation of his or her portion.

Nevertheless, the overplus to be disposed of for the benefit of such child in any succeeding year if necessary. That if such child shall depart this life under the age of 21, or being a daughter and married with consent, such portion shall on such death accrue to the survivors of them.

And be considered as a vested interest in

them respectively, and payable at such ages as their other portions would be paid, in case no such death should take place.

And in case any one of the said children shall die before their share become payable, then subject as afore-mentioned.

Provided, that if there shall be no children by M., or there being one or more, such, &c., shall happen to die before attaining the age of 21 :

Then the said trustees shall stand possessed thereof. Upon trust, that in case the said M. shall not marry, or marrying shall survive her

able and transferable at such ages, days, and times, as his, her, or their original portion, part, or share, or respective portions, parts, or shares, shall be by virtue of this my will or any appointment to be made in pursuance hereof, become payable or transferable, or a vested interest or vested interests as aforesaid, and shall be transmissible as such to his, her, or their executors, administrators, or assigns, notwithstanding his, her, or their respective decease afterwards, in the lifetime of their said parents, or either of them. AND in case of the death of any other or others of the said children, before such accruing or surviving part or share, or respective parts or shares shall become payable or transferable, or a vested interest or vested interests as aforesaid; then all and every such accruing or surviving portion, part, or share, or respective portions, parts, or shares, shall again be subject or liable to such further right, chance, contingency, or condition of accruer or survivorship, to, between, or amongst the survivors or survivor, and others or other of the said children, and the respective executors, administrators, and assigns of such of them as may be dead, having first acquired a vested interest in their respective original shares thereof, as hereinbefore is declared, touching the original portion, part, or share, or respective portions, parts, or shares; and that such benefit of accruer or survivorship, shall extend as well to the surviving or accruing, as to the original shares. PROVIDED ALSO, and my will and mind is, that if there shall be no child or children of my said daughter M. B., lawfully to be begotten, or there being one or more child or children, and such of them as shall be a son or sons, shall happen to die before he or they shall attain his age or their respective ages of 21 years, and such of them as shall be a daughter or daughters, shall depart this life before she or they shall attain her age or their respective ages of 21 years, or shall be married respectively with such consent as aforesaid, then and in such case the said P. J. and R. H., and the survivor of them, and the executors or administrators of such survivor, shall stand and be possessed of and interested in the said capital sum, bank annuities, funds, and securities as aforesaid, and all the accumulations thereof, and the dividends, interest, and annual produce thereof, UPON the following trusts; (that is to say), in case my said daughter M. H. shall not marry, or marrying shall survive her husband and become a widow, IN TRUST, to pay, assign, or transfer the same to my said daughter M. B., her executors, administrators, and assigns, but if she my said daughter M. B., shall depart this life in the lifetime of any

husband, THEN IN TRUST for such person or persons, husband, in for such interest or interests, at such time or times, in trust, to assign such parts, shares, and proportions, and in such manner and form, and with, under, and subject to such capital sum of, &c., to provisos conditions, restrictions, and limitations over, M., her executors, administrators, and assigns, but if and with, or without power of revocation and new appointment, as she my said daughter M. B., (notwithstanding any coverture), by any deed or deeds, instrument or instruments in writing, to be by her sealed depart this and delivered in the presence of, and to be attested by life leaving her husband, then two or more credible witnesses, or by her last will and in trust, as she the testament in writing, or any writing in the nature of, or should in any way appoint. And as well in default of such direction or direct. appointment, as in the meantime, and until such direction or appointment shall be made, or shall take effect. And subject to any such direction or appointment, which shall not be a complete and entire disposition of the whole of the said capital sum, bank annuities, funds, and securities, or of the whole property or interest therein, IN TRUST for the executors, administrators, and assigns of my said daughter M. B.; And do and shall pay, assign, or transfer the same accordingly. PRO- PIVOISO, that it shall VIDE ALWAYS, nevertheless, and it is my will, and I do hereby direct, that it shall and may be lawful to and for the said P. J. and R. H., and the survivor of them, for trustees, be lawful for trustees, and the executors, administrators, and assigns of such with consent of M., &c., and her husband, or survivor, at any time or times, (with the consent and by the direction of my said daughter and her husband jointly during their joint lives, and of the survivor of them, after their decease, with consent of the guardians, to assign any part of said sum not exceeding £. for the placing out apprenticeship, &c. during his or her life. And after they shall be both dead, of the guardian or guardians of their child or children, such consent and direction to be testified by some writing or writings, under their, his, or her hands or hand), to pay, assign, transfer, and apply any part of the said capital sum, bank annuities, funds, and securities as aforesaid, unto and for the benefit of all and every, or any child or children of my said daughter M. H. to be begotten, not exceeding the sum of £. sterling for any one child, for the putting or placing him, her, or them to any profession, business, or employment, or otherwise, for his, her, or their preferment, benefit, or advancement in the world, in marriage or otherwise, notwithstanding his, her, or their portion or portions shall not then have become due or payable, or a vested interest or vested interests under or by virtue of this my will, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. PROVIDED

That receipts of trustees shall be sufficient discharges.

And not accountable, &c., as to mortgage money.

Proviso, in case trustees shall become discharged, &c.

ALSO, and I do hereby further will and direct, that the receipt or receipts of the acting trustees or trustee for the time being, of my said freehold estates, under their or his hands or hand, shall, from time to time, be a good and effectual release and discharge, or good and effectual releases and discharges to the mortgagee or mortgagees, purchaser or purchasers of my said freehold hereditaments and premises, for the mortgage money or purchase money, or so much and such part thereof respectively, as in such receipt or receipts shall be acknowledged, or expressed to be received, and that after such receipt or receipts shall be signed and given to such mortgagee or mortgagees, purchaser or purchasers, he, she, or they shall be absolutely acquitted and discharged of and from the sum or sums of money therein respectively to be mentioned or confessed to be received. AND shall not be answerable or accountable for any loss, misapplication, or non-application of the said mortgage money or purchase money, or any part thereof respectively; nor shall he or she be concerned to see to the application or disposition of the same, or any part thereof, in any wise howsoever. PROVIDED ALSO, my will and mind is, and I do hereby further declare and direct, that in case either of them, the said P. J. and R. H., or any succeeding trustee or trustees of the said sum of £, so to be levied and raised by mortgage or sale of my said real estates as aforesaid, or of the funds or securities in or upon which the same shall be invested, shall depart this life, go to reside beyond seas, or shall expressly desire to be discharged from, or refuse to act in the trusts hereby in them respectively reposed, before the same trusts shall be fully performed and executed, then, and in every such case, it shall and may be lawful, to and for the surviving resident, or acting trustees or trustee for the time being; and they and he are and is hereby expressly required, immediately after any such trustee or trustees shall die, go to reside beyond seas, desire to be discharged, or refuse to act as aforesaid, and either with or without the concurrence of such of them as shall so desire to be discharged, or refuse to act as aforesaid, by any deed or writing, to be sealed and delivered by them or him, in the presence of, and to be attested by two or more credible witnesses, (with the consent and approbation of my said daughter, M. B., testified by some writing, to be sealed and delivered by her, whether covert or discovert, and notwithstanding any coverture, in the presence of, and to be attested by two or more credible witnesses, if she shall be living, and of the age of 21 years; and if she shall be dead, or under the age of 21 years, then at the discretion of such trustees or trustee

for the time being), to nominate and appoint one or more new trustee or trustees, in the room or stead of the trustee or trustees who shall so die, go to reside beyond seas, desire to be discharged, or refuse to act as aforesaid; and so, from time to time, as often as any new trustee or trustees shall depart this life, go to reside beyond seas, desire to be discharged from, or refuse to act in the trusts of this my will, it shall and may be lawful, to and for the surviving resident, or acting trustees or trustee for the time being, and they and he are and is hereby expressly required, with such consent and approbation, and testified as aforesaid, or at their or his discretion, as the case may be, to nominate and appoint one or more new trustee or trustees, in manner and for the purpose aforesaid, so that there may always be two resident and acting trustees of the said trustmonies and premises. And I do also will and direct, that when and so often as any new trustee or trustees shall be nominated and appointed as aforesaid, the trustmonies and premises which shall be then vested in the surviving resident, or acting trustees or trustee, shall be thereupon, with all convenient speed, assigned, transferred, and assured, in such way and manner, and so that the same may become, and be legally and effectually vested in the surviving resident, or acting trustees or trustee, and such new trustees or trustee, or in such new trustee only, as the case may be. UPON THE TRUSTS hereby declared or expressed, or such of them as shall be then existing, and capable of taking effect. And I do further declare, that every such new trustee, shall and may in all things act in the management, carrying on, and execution of the trusts aforesaid, and every or any of them, in conjunction with the others or other of them, who shall survive, reside in the country, or continue to act in the said trusts, if there shall be any such, if not then by themselves, as fully and effectually in all respects, and to all intents and purposes, and with all the same powers and authorities, as if he or they had been actually named in and appointed by this my will. I do hereby appoint my said wife M. B., sole executrix of this my last will and testament. And my further will is, that they my Trustees to be chargeable only for so much money as they respectively receive. said trustees, or either of them, or either of their heirs, executors, or administrators, shall not be charged or chargeable with, or accountable for any more of the aforesaid trusts, estates, monies, and premises, than they respectively shall actually receive, or shall come to their respective hands, by virtue of this my will; nor shall they or either of them be answerable or accountable for any deficiency or insufficiency, of or in any

funds or securities, upon which any part of the said trust-monies shall be placed out or invested, nor for any banker or broker, with whom any part thereof may be trusted, for safe custody or otherwise, nor with or for any loss which may happen of the same estates, monies, and premises, or any part thereof, so as such loss happen without their wilful defaults respectively, nor one or more of them for the other of them, (notwithstanding they or either of them shall join in any receipt or receipts for conformity or otherwise), but each of them only for his own acts, deeds, receipts, neglects, and wilful defaults. AND ALSO, that it shall and may be lawful for them my said trustees, and each of them, and each of their heirs, executors, and administrators, in the first place, with and out of the aforesaid trust-estates, monies and premises, to deduct and reimburse themselves and himself respectively, and also allow to his and their co-trustee, all loss, costs, damages and expenses, as they, either, or any of them may sustain, expend, or be put unto, in or about the execution of this my last will, and of the several trusts hereby in them reposed, or in relation thereto. AND LASTLY, I revoke all former and other wills by me at any time heretofore made, and declare this only to be my last will and testament; in testimony whereof, I the said testator W. B., have to two parts of this my last will and testament, each part contained in sheets of paper, set my hand and seal, namely, to the first sheets, of each part my hand, and to the and last sheet of each part my hand and seal, the day of in the year of our Lord 1825.

Trustees to
reimburse
themselves.

Revocation
of former
wills.

Will of real and Personal Property.

THIS is the last will and testament of me, J. M., of W., in the parish of S., in the county of S., yeoman, made the day of in the year of our Lord

I GIVE, DEVISE, AND BEQUEATH, unto my son J. M., of the H., in the parish of S. aforesaid, his executors, administrators, and assigns, all that messuage, farm, lands, and hereditaments, situate, lying, or being at W., and W. W., in the same parish, late the estate of E. C., esq., deceased, and held by me for lease of 21 years, by indenture, bearing date the day of for and during all my estate, term, and interest therein, at the time of my decease. PROVIDED ALWAYS, and I do hereby declare and direct, that my son-in-law E. H., shall and may, during so many years of the said term of 21 years, as he shall happen to live, occupy, hold, and enjoy, so much and such part of the said

Testator
gives a mes-
suage and
farm to his
son, held
under a
lease,

with a pro-
viso, that a
certain per-
son in the
occupation

farm, and premises, comprised in the said indenture of lease, as are situate and being at W. W. aforesaid, at, and under the yearly rent of £., payable at the times mentioned in the said indenture of lease for the payment of the yearly rent hereby reserved, he the said L. H. managing the same premises in all respects and particulars in a good and husbandlike manner, and doing and performing all and every the covenants and agreements, in the said indenture of lease contained on the lessee or assignees' part and behalf, to be done and performed, so far as the same relate to or concern the same premises. ALSO I do hereby further declare, and direct, that if the said yearly rent or sum of £., shall be behind or unpaid, or if the said E. H. shall fail in the performance of the said covenants and agreements, as mentioned or expressed in the said indenture of lease, that then and in that case, the right and interest of the said E. H., of and in the said last-mentioned premises, shall thenceforth cease and determine, and that it shall and may be lawful to and for my said son J. M., his executors, administrators, or assigns, to enter into and upon the same premises, and to recover possession thereof, in such and the same manner, as mentioned and provided in the said indenture of lease, in case of non-payment of rent, and non-performance of the covenants, on the part and behalf of me the said J. M., my executors, administrators, or assigns. I GIVE AND BEQUEATH to my daughter M. H., wife of the said E. H., the sum of £., to be paid to her within calendar months next after my decease. And I do hereby declare, that the said sum of £. shall be paid into the proper hands of my said daughter M. H., for her own separate and proper use and benefit, and that her receipt for the same shall, notwithstanding her coverture, be a sufficient discharge to my executors, hereinafter named, for the payment thereof. I GIVE AND BEQUEATH unto my said son J. M., and my son R. M., of, &c., the sum of £., to be paid to or set apart and retained by them, within calendar months next after my decease, with interest for the same, after the rate of £. for an 100£. for a year, UPON THE TRUSTS following; (that is to say), UPON TRUST, that my said trustees, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, as soon as conveniently may be, invest and place out the said sum of £., in or upon parliamentary or real securities, at interest, or in the purchase of stock in any of the public funds, not thereby diminishing or decreasing the principal money so to be invested, and do and shall, from time to time, when

of part shall enjoy same under covenant on the lease.

£. to his daughter, that her receipt shall be a sufficient discharge.

£. to his daughter M. W., upon certain trusts.

To pay dividends to his daughter M. for her life, and after her decease, &c.

Upon trust, to pay same to husband for his life.

and as often as occasion shall be or require, or it shall be thought necessary and proper, sell out, call in, or dispose of the money so to be invested or placed out, as last mentioned, and again to place or invest the same in or upon new or other securities of the like nature, at interest, until the same shall become payable, by virtue of the trusts and directions hereinafter contained. And in trust to pay the dividends, interest, and annual produce thereof from time to time, as the same shall become due and payable unto my daughter M., the wife of T. U., of the city of *London*, wine-merchant, for and during the term of her natural life, to and for her own sole separate use and benefit, or to such person or persons as she by any writing signed with her proper hand, shall from time to time, notwithstanding her present or future coverture, direct or appoint. And my will is, that her present or future husband shall not intermeddle therewith, neither shall the same be subject or liable to his control, debts or engagements; and that the receipt or receipts of my said daughter M. U., shall be a good and sufficient discharge for so much of the said interest, dividends, and produce of the said sum of £., as shall be therein acknowledged, or expressed to be received; and from and after the decease of my said daughter M. U.,

UPON TRUST, that they my said trustees, the said J. M. and R. M., or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall pay, or cause to be paid, unto the said T. U., (in case he shall survive his said wife), the annual sum of £., by and out of the said interest and proceeds of the said principal sum of £., for and during the term of his natural life, for his own use and benefit; AND UPON THIS FURTHER TRUST, that they my said trustees, or the survivor of them, or the executors, or administrators of such survivor, do and shall pay, apply and dispose of the said trust sum of £., and the interest, dividends, and proceeds thereof, (subject as aforesaid), unto and amongst all and every the children of my said daughter M., begotten, or to be begotten, in such shares and proportions, and at such time and times, and in such manner as she the said M., (whether covert or sole), shall from time to time, or at any one time, by any deed or deeds, writing or writings, or by her last will and testament in writing, or any writing purporting to be, or in the nature of her last will and testament, to be by her respectively signed, sealed and published, in the presence of, and attested by two or more credible witnesses, direct, limit, and appoint, give or devise the same; and in default of such direction, limitation, or appointment, gift or devise; and as to so much and

such part thereof, whereof no such direction, limitation, or appointment, gift or devise, shall be made and take effect. THEN UPON TRUST, to pay and apply or assign and transfer the same to and amongst all and every the child and children of my said daughter M. U., begotten, or to be begotten, to be equally divided between them, (if more than one), share and share alike, and if but one such child, then to such only child. The same to be payable and paid to such child or children in manner following; (that is to say), the part or share of such of them as shall be a son or sons, at his or their age or ages of 21 years, and the part or share of such of them as shall be a daughter or daughters, at such age or ages of 21, or day or days of marriage, which shall first happen, unless such respective times for payment shall happen in the life-time of my said daughter M., and in such case, the part or share of such of them, being a son or sons, so attaining the age of 21 years, or being a daughter or daughters so attaining that age, or marrying in the life-time of my said daughter M., be paid immediately after her decease. And I do hereby declare and direct, that if any such child or children, being a son or sons, shall happen to depart this life under the age of 21 years, or being a daughter or daughters, shall also depart this life under that age, without having been married, then the share of him, her, or them, so dying, shall go and be paid to the survivor or survivors, and others or other of them, at such time or times as his or their several share or shares shall become payable; and my will is, that all and every the share and shares so directed to survive, shall from time to time survive; together with the several share and shares, until such several share and shares shall become payable. AND UPON FURTHER TRUST, that my said trustees, or the survivor of them, or the executors or administrators of such survivor, do and shall, from and after the decease of my said daughter M. U., pay and apply the interest, dividends and produce of the share or respective shares of her said child or children, of and in the said trust-monies and premises, for and towards his, her, or their respective maintenance, education and support, until their respective shares thereof shall become payable; and in case there shall be no child or children of the body of my said daughter M. U., or their being such, if all and every such son and sons shall depart this life under the age of 21 years: and all and every such daughter and daughters shall depart this life under that age and unmarried, THEN, and in that case, the said sum of £. shall be upon the trusts following; (that is to say), upon such trusts, and to and for such intents and purposes, as my said daughter M.

Then in trust for children and issue of M. U.

Maintenance and education of children of M. U.

In case no child or children.

To such uses as

M. U. shall appoint. U., notwithstanding her coverture, and whether sole or married, by her last will and testament in writing, or any writing purporting, or in the nature of her last will, to be by her duly executed in the presence of, and attested by two or more credible witnesses, shall direct or appoint; and in default of such direction or appointment, and as to so much, and such part thereof, whereof no such direction or appointment shall be made and take effect. IN TRUST, for such person or persons of the blood and kindred of my said daughter M. U., as at the time of her death would have been entitled to her personal estate, in case she had died sole and intestate, and in the same shares and proportions, exclusive of all interest, right, or title of the said T. U., or any after taken husband, in or to the same, other than and excepting the said right of the said T. U. to the said annuity or yearly sum of £., during his life as aforesaid. I give and bequeath unto my said sons J. M. and R. M., the further sum of £., to be paid or set apart and retained by them, within twelve full months, next after my decease, with interest for the same, from the day of my death, after the rate of £. for an £. for a year, upon the trusts following; (that is to say), UPON TRUST, that they my said trustees, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, as soon as conveniently may be, with the consent and approbation of my dear wife E. M., during her life, invest and place out the said sum of £. in or upon parliamentary or real securities, at interest, or in the purchase of stock, or any of the public funds, not thereby diminishing or decreasing the principal money so to be invested, and do and shall from time to time, with such consent and approbation as last mentioned, when, and as often as occasion shall be, or require, or it shall be thought proper and necessary to sell out, call in, or dispose of the said money so to be invested or placed out as last mentioned, and again to place out or invest the same, in or upon new or other securities of the like nature, at interest, until the same shall become payable, by virtue of the trusts and directions hereinafter contained; and in trust, to pay to, or otherwise authorize, permit, and suffer my said wife and her assigns, during her natural life, to have, receive, and take the dividends, interest, and annual produce of the said sum of £., and trust-monies, to and for her and their proper use and benefit; and from and after her decease, the same shall be upon the trusts following; (that is to say), as to the sum of £., part thereof, the same shall be added to, and be upon the same trusts, and to and for the same intents and purposes, in favour, and

In default of appointment.

In trust for her representatives.

to his trustees, upon certain trusts.

Interest to testator's wife for her life, and after her decease, part thereof to be in trust

for the benefit of my said daughter M. U., her children and issue, and next of kin, as are hereinbefore mentioned, expressed, or declared, of or concerning the said sum of £., or as near thereto as the deaths of persons and other circumstances will admit: and as to the sum of £., other part thereof, the same shall be upon such and the same trusts, intents, and purposes, in favour, and for the benefit of my daughter H. H., the wife of J. H., of, &c., her children and issue, and next of kin, as hereinbefore mentioned, expressed, and declared, of or concerning the said sum of £., in favour and for the benefit of my said daughter M. U., her children and issue, and next of kin, or as near thereto as the death of persons and other circumstances will admit. AND as to the sum of £., other part thereof, the same shall be upon such and the same trusts, intents, and purposes, in favour and for the benefit of my daughter E. P., the wife of R. P., of the parish of S., in the county of G., her children and issue, and next of kin, as are hereinbefore mentioned, expressed, and declared, of or concerning the said sum of £., in favour, and for the benefit of my said daughter M. U., her children and issue, and next of kin, or as near thereto as the deaths of persons and other circumstances will admit. And as to the sum of £., other part thereof, the same shall be upon such and the same trusts, intents, and purposes, in favour and for the benefit of my daughter A. A., wife of G. A., of, &c., her children and issue, as, &c.; and as to the sum of £., other part thereof, in favour, &c., of his daughter A. R., wife of, &c., her children and issue, as, &c. And as to the sum of £., the residue thereof, the same shall be IN TRUST for my said son J. M., his executors, administrators, and assigns, to and for his and their proper use and benefit. I GIVE AND BEQUEATH unto my son R. M., the sum of £., to be paid to him within calendar months next after my decease. I GIVE AND BEQUEATH unto W., R., M., J., and G., the first children of my late son W. M., the sum of £. a piece, to be paid to them as and when, and in case they shall attain their respective ages of 21 years. I GIVE AND BEQUEATH unto all and every the child and children of my late daughter A. P., now living, the sum of £. a-piece, as and when and in case they shall attain their respective ages of 21 years. AND I give unto E., J., E., A., and S., the five children of my daughter M. H., the sum of £. a-piece, as and when, and in case they shall attain their respective ages of 21 years. AND I do hereby declare and direct, that if any one or more of my said grand-

for the benefit of the said M. U., her children and issue.

Other part thereof for the benefit of his daughter E. P., her children and issue.

Other part thereof for his daughter A. A., her children and issue.

Residue for his son J. M.

A sum to his son.

£. a-piece to the children of his late son.

£. to the children of his late daughter A. P.

A sum to the five children of his daughter M. H.

children shall die under the age of 21 years, then, and in that case, the legacy or legacies hereby intended for him, her, or them so dying, shall go, be paid to, and divided between the surviving brothers and sisters respectively, or to such of the said grand-children so dying as aforesaid, at such time or times as his, her, or their respective legacy or legacies shall become payable as aforesaid, and charged and chargeable therewith; and I do hereby subject, charge, and incumber all my real and personal estate, and every part thereof, to and with the payment of the several legacies herein by me given and bequeathed. And subject thereto, I give and devise all that my freehold messuage, farm, lands, hereditaments, and appurtenances thereto belonging, situate and being at the H., in the said parish of S., now in the occupation of my said son J. M. AND ALSO, all the tithes and tenths of every kind, yearly arising and renewing out of a certain estate, lands, and hereditaments, called S., situate in the parish of D. P., in the county of S., now in the occupation of T. R. and my son R. M. AND all and every my freehold messuages, lands, tenements, tithes, hereditaments, household furniture, stock, and crops of grain, and all other my real and personal estate, of what nature or kind soever, and wheresoever, (except the liquors and provisions in my dwelling-house at my decease, and such part of my household furniture, as are hereinafter by me specifically or otherwise bequeathed), unto my said son J. M., his heirs, executors, administrators, and assigns, for ever. ALSO, I give and bequeath unto my said wife E. M., her executors and administrators, the bed, bedstead, hangings and blankets, on which she now lays, together with three pair of sheets for the same; and also all my liquors and provisions, in my dwelling-house, at the time of my decease, and what other furniture might be in my dwelling-house at the time of my decease; and also what other furniture might be in my dwelling-house, which my said wife shall choose to have, so as the same shall not exceed in value *£*1. AND WHEREAS, I have advanced and lent, to and for my said children, H. H., E. P., M. H., S. P., J. M., A. A., A. R., and R. M., or to and for the respective husbands of my said daughters, considerable sums of money, and for which said sums there probably may be found amongst my papers, bonds, notes of hand, acknowledgments, or securities for the same, from them respectively. Now it is my will and meaning, and I do hereby direct, that the same bonds, notes, acknowledgments, or securities, immediately after my death, shall be delivered up to the

And subject to legacies, devises his messuages, &c., to his son J. M.

Furniture, stock, &c., to his son J. M. except certain parts.

Certain household furniture to his wife

That all securities given for sums advanced to his children to be destroyed;

person or persons who gave or entered into the same, in order that the same may be cancelled and destroyed, save and except a certain promissory note for £., except a certain promissory note. given to me by my son-in-law G. and which same sum I do hereby declare shall remain, and be, and constitute part of my personal estate. And I do hereby discharge my aforesaid children, and the respective husbands of my said daughters, and every of them, their, and every of their heirs, executors, and administrators, of and from the payment of every such debt and debts. sum and sums of money, due and owing to me, or my estate, upon any account whatsoever, (except as aforesaid), without any abatement or deduction from or out of any of their legacies, before by me given or devised to them respectively, in and by this my last will and testament. PROVIDED ALWAYS, and I do hereby declare, that my said trustees, and the survivor of them, and the executors and administrators of such survivor, do and shall, in the mean time, and until the respective legacy and legacies so as aforesaid given to the said children of my said late son W. M., also of my said daughter M. H., as shall become due and payable to him, her, or them respectively, pay, apply, and dispose of the interest, dividends, and annual produce of each of their several and respective legacies, for and towards the maintenance and education of such child and children respectively, in such manner as the parent or parents of each respective child and children shall during their life-time, in their discretion, think fit, and after their respective deaths as aforesaid, as the said [trustees] shall think proper. It being my mind and intention, that the said legacies shall respectively be placed out at interest, and that such interest shall be applied for the benefit and maintenance of such legatees, notwithstanding that their respective parents may be liable or obliged to provide and maintain their respective children. ALSO, I give and bequeath unto my said sons J. M. and R. M., or to such of them as shall act in the trusts hereby in them reposed, the sum of £. a-piece, as an acknowledgement of the care and trouble they may have in the execution of this my will. And I do hereby make and appoint them, the said J. M. and R. M., joint executors and trustees thereof. PROVIDED ALWAYS, and my will is, that they my said trustees shall not be answerable or accountable for any more monies than he or they shall respectively and actually receive, nor shall one of them be answerable or accountable for the acts, receipts, or defaults of the other of them, but each for his and their own respective acts, receipts, wilful neglect, or default only. AND LASTLY, I do hereby revoke and

Proviso as to the application of the interest of the money given for the benefit of the children of his late son W. M., and his daughter M. H., for their maintenance and education during their minority.

To his sons as trustees, a certain sum a-piece.

Trustees not to be answerable, &c.

make void all former and other wills, by me at any other time heretofore made, and do declare this only to be my last will and testament. IN WITNESS, &c.

Will Devising Freehold and Copyhold Lands.

THE last will and testament of me, R. S., of, &c.,
 18 I give and devise all and singular my mes-
 suages or tenements, farms, lands, rents, and heredita-
 ments, situate, lying, being, or arising in or within the
 township of H., or elsewhere, in the parish of M., in
 the said county, unto J. D., of, &c., and J.S., of,
 &c., their executors, administrators, and assigns, for
 and during the term of 500 years, to be computed
 from the day of my decease, without impeachment of
 waste, UPON THE TRUSTS, and subject to the provisos
 hereinafter declared concerning the same, and from
 and after the expiration, or other sooner determination
 of the said term, and subject in the meantime thereto,
 and to the trusts thereof, To the use of my son, R. P.,
 by my wife, M. P., before our intermarriage, his heirs
 and assigns, for ever; but if my said son R. P. shall
 die, under the age of 21 years, and without issue, then,
 and in that case, I give and devise the said messuage
 or tenements, farms, lands, rents and hereditaments,
 unto and to the use of my two children, G. P. and J. P.,
 as tenants in common, their respective heirs and assigns,
 for ever; and if either of my said children, G. P. and
 J. P., shall die under the age of 21 years, and without
 issue, then, and in that case, I give and devise the said
 last-mentioned messuages or tenements, farms, lands,
 rents, and hereditaments, unto and to the use of the sur-
 vivor or other of them, my same two children, his or
 her heirs or assigns for ever. And if all my said three
 children shall die under the age of 21 years, and with-
 out issue, then, and in that case, I give and devise the
 said messuages or tenements, farms, lands, rents and
 hereditaments, unto and to the use of my said wife and
 her assigns, for and during the term of her natural life;
 and from and after her decease, I give and devise the
 same unto and to the use of the said J. S. and I. D.,
 their heirs and assigns, for ever, UPON THE TRUSTS, and
 to and for the intents and purposes hereinafter expressed
 or declared, of or concerning the same. And I declare,
 that the said term of 500 years, hereinbefore limited to
 the said trustees, their executors, administrators, and
 assigns, is so limited to them, UPON THE TRUSTS, and
 to and for the intents and purposes, and subject to the
 provisos hereinafter expressed or declared of or concern-

Devise of
land to trus-
tees for 500
years.

Upon cer-
tain trusts.

And subject
thereto to
the use of
his son

R. P. in fee,
but if he
dies before
21, to his
children
G. P. and
J. P., as
tenants in
common.

If all his
three chil-
dren shall
die under
21 without
issue, to
trustees
upon certain
trusts after
mentioned.

The term of
500 years is
declared
to be

ing the same; (that is to say), UPON TRUST, that they, the said [*trustees*], their executors, administrators, or assigns, do and shall, as and when, and in case my said daughter, J. P., shall attain her age of 21, or marry, which shall first happen, by and out of the rents and profits of the said premises, comprised in the said term of 500 years, or by mortgage or sale thereof, or of any part thereof, for all or any part of the same term, or by all or any of the same ways and means, or any other ways and means, raise and levy the sum of £., and pay the same to my said daughter, J. P. AND UPON FURTHER TRUST, that they, the said [*trustees*], their heirs, executors, administrators, and assigns, do and shall, as and when, and in case my said son G. P. shall attain his age of 21 years, by all or any of the ways and means aforesaid, raise and levy the further sum of £., and pay the same to my said son G. P. PROVIDED ALWAYS, and I do hereby declare and direct, that if my said daughter J. P. shall die under the age of 21 years, and without having married, that then, and in that case, the sum of £., being one moiety or half-part of the said sum of £., intended for my said daughter J. P. as aforesaid, shall, by the ways and means aforesaid, be raised and levied, and paid to my said son G. P., as and when, and in case he shall attain his age of 21 years; and that the sum of £., the residue thereof, shall not be raised and paid, but shall sink into the inheritance of the said premises, charged therewith as aforesaid. AND I also declare and direct, [*the same in case of the death of G. P., as to his* £.]. PROVIDED ALWAYS, and I do hereby further declare and direct, that if my said son G. P. shall die under the age of 21 years, and if my said daughter J. P. shall also die under that age, and without having been married, that then, and in that case, the said two sums of £. and £., shall not, nor shall either of them, or any part thereof, be raised or paid, but shall sink into the inheritance of the said premises hereby charged therewith as aforesaid. AND I do hereby declare and direct, that in the mean time, and until the said several sums of money and provisions hereby made for my said two children, G. P. and J. P., by virtue of or under the said term of 500 years, shall actually become vested and payable to them respectively as aforesaid, that the same shall be attended with, and carry interest at the rate of £. for an 100*l.* for a year, the same to be raised by two equal half-yearly payments, from the day of my decease, and to be applied to and for their, his, or her respective maintenance and support. PROVIDED ALWAYS, and I declare and direct,

Upon trust by sale or mortgage to raise a certain sum, to be paid to his daughter J. P.

And to raise a further sum for G. P., in case he attains his age of 21.

If his daughter should die under 21, one moiety of said sum to be paid to his son G. P.

If his son and daughter die under 21, the sums to sink into the inheritance.

Sums to carry interest.

Proviso for
lessor of the
term.

Devise of
copyhold.

Devise to
daughter of
freehold.

Trusts de-
clared of
the lands in
case same
vesting in
them upon
the contin-
gencies to
sell.

that the said [*trustees*], their executors, administrators, and assigns, shall and do permit and suffer the residue and surplus of the rents and profits of the premises comprised in the said term of 500 years, which shall remain after, and shall not be applied in, for, or towards the execution and performance of the said trusts of the same term, to be received and taken by the person or persons to whom the reversion or remainder of the same premises immediately expectant upon the determination of the same term, shall, for the time being, belong. PROVIDED ALSO, and I declare and direct, that when, and as all the trusts herein declared of the said term of 500 years, shall be performed, or satisfied, or determined, and the costs and charges of the said [*trustees*], their executors, administrators, and assigns, in and about the execution and performance thereof, satisfied and paid, then, and thenceforth, the same term of and in such parts of the premises therein comprised, as shall not have been sold or mortgaged, in pursuance, or for the purposes of this my will, shall cease and determine, and the equity of redemption of such parts thereof as shall have been mortgaged for the same purposes, shall attend the reversion and inheritance thereof, expectant on the same term. AND by virtue of every right, power, or authority, enabling me in that behalf, I give and devise all my copyhold or customary messuages, farms, lands, tenements, and hereditaments, situate, held, or parcel of the manor of W., in the said county, unto and To the use of my said son G. P., his heirs and assigns, for ever. But, &c., [*similar contingencies as before-mentioned as to the freehold estate*]. AND from and after her decease, I give and devise the same unto and to the use of the said trustees, their heirs and assigns, for ever, UPON THE TRUSTS, &c., hereinafter declared concerning the same. I give and devise all, &c., unto and to the use of my said daughter J. P., her heirs and assigns, for ever. And if, &c., [*similar contingency as before*]. AND I do hereby declare and direct, that the said trustees, their heirs and assigns, shall stand and be seised of all and singular the said freehold and copyhold messuages, lands, tenements, hereditaments; and premises, hereinbefore to them given and devised, from and immediately after the same, and the inheritance thereof shall become vested in them as aforesaid, UPON TRUST that they, the said trustees, or the survivor of them, his heirs or assigns, do and shall, as soon as conveniently may be afterwards, sell and dispose of the same, either by public auction or private contract, to any person or persons who shall be willing to become the purchaser or purchasers thereof, for the

best price or prices that can be reasonably had or gotten for the same. AND I do hereby declare and direct, that the monies to arise and be produced by such sale or sales as aforesaid, shall be in trust for all and every the children of my brother E. P., late of, &c.; of my brother G. P., of, &c.; and also of my sister J. D., late deceased, as shall be living at the time; that the said freehold and copyhold messuages, lands, tenements, hereditaments, and premises, shall become saleable as aforesaid, in equal shares; their respective executors, administrators, and assigns. *And for the facilitating the sale, &c., trustees' receipt to be a discharge, and not to see to application, &c.* I give and bequeath unto my said wife, M. P., all my household goods and furniture, linen, liquors, and provisions, farming stock, implements of husbandry, hay, and crops of grain, as well severed from the ground as standing in and about my messuage, farm, and lands, at the B. aforesaid, now in my occupation, to and for her absolute use and benefit, but subject nevertheless to, and charged and chargeable with, the payment of my debts, (save and except the sum of £. hereinafter mentioned), my funeral expenses, and the costs and charges of proving this my will. I give to my said wife the sum of £., to be paid to her within one calendar month next after my decease. AND I give to each of them, the said trustees, the sum of £. a-piece, to be paid them within one calendar month after my decease, as a small acknowledgment for the trouble they will have in the execution of the trusts of this my will. AND as to my ready money, securities for money, and all other my personal estate whatsoever and wheresoever, not hereinbefore specifically given or disposed of, I give and bequeath the same unto the said J. D. and J. S., their executors, administrators, and assigns, UPON TRUST thereout to satisfy and discharge the principal sum of £., now due and owing upon mortgage or security of my said messuages, lands, hereditaments, and premises, in the parish of M. aforesaid, unto the representatives of the late W. G., and the interest attending the same. AND IN TRUST to place out or invest the residue or surplus thereof, in or upon government or real securities, at interest, until the same shall become payable, by virtue of the trusts and directions of this my will. And I declare and direct, that the said monies so to be placed out, or invested at interest, shall be in trust for my said three children, R. P., G. P., and J. P., in equal shares, and the respective shares of my said two sons to be vested in, and payable to them respectively, as and when they shall respectively attain their ages of 21 years, and the share

Application of the monies for the children of his brothers and sister.

Household goods to wife.

A sum to trustees.

Residue to trustees to pay off a mortgage.

Surplus to be placed in the funds.

In trust for his three children.

In case of
death of his
two sons
before 21.

Mainten-
ance during
their mino-
rities,

Trustees
not to be
answerable.

of my said daughter, J. P., to be vested in and payable to her, as and when she shall attain that age, or marry, which ever shall first happen. AND I do hereby declare and direct, that if my said two sons, or either of them, shall die under the age of 21 years, or if my said daughter shall die under that age, and without having been married, that then, and in that case, and thenceforth, as well the original share as every other share of him, her, or them so dying, of and in the said trust-moneys and premises, shall be in trust for the others or other of them, but shall not be vested or payable sooner than the original share or shares of such others or other of them, shall become vested and payable. AND I do hereby declare and direct, that if my said two sons, R. P. and G. P., shall both die under the age of 21 years, and my said daughter, J. P., shall die under that age, and without having been married, that so, and in that case, the said trust monies and premises shall be in trust for my said wife, M. P., her executors, administrators, and assigns. AND I do hereby declare and direct, that the rents, interest, and annual produce of the provision hereby made for my said three children as aforesaid, or a competent and sufficient part thereof, shall, during their respective minorities, be applied for their maintenance, education, and benefit, as my said trustees shall think proper, and that the residue or surplus thereof shall accumulate for their respective use. AND I do hereby declare and direct, that the provision hereby made for my said wife, shall be in full satisfaction and discharge of and for every claim, right, or demand whatsoever, which she shall, or otherwise would have been entitled to, or out of my freehold and copyhold messuages, lands and hereditaments, and personal estate respectively. I appoint my said wife, and the said trustees, executrix, and executors of this my will. AND I do hereby declare and direct, that the said trustees, their respective executors, administrators, and assigns, shall not be answerable or accountable, the one for the others or other of them, and by no means for involuntary losses, nor for the act or failure of any banker, broker, or other person employed or acting under them, in the execution of the trusts aforesaid, and that they shall be allowed and retain all his and their costs, charges, and expenses, in and about the execution and performance of the trusts of this my will; and I hereby revoke all my former wills. IN WITNESS, &c.

A Will by which the Testator devises Freehold and Leasehold Estates to his Wife for Life, and afterwards to his Brother in Fee, and other Matters as in margin.

IN the name of God, Amen. I, H W., of, &c., Preamble.
 being weak in body, but of sound mind, memory, and
 understanding, do make this my last will and testament,
 in manner and form following; (that is to say), I desire
 to be decently interred, at the discretion of my executors
 hereinafter named, and that my debts and funeral ex- Burial debts
 penses may be paid as soon as convenient after my de- to be paid.
 cease; I give and bequeath unto my nephew, H. W., Gift of
 the sum of £. of lawful money, to be paid him by rings.
 my said executors within one month after my decease,
 and to my friends Mr. and Mrs. R. a-piece for
 rings: ALSO I give and devise unto my dear wife M., Devise of
 all those my three freehold messuages or tenements freeholds to
 and premises, situate in aforesaid, TO HOLD wife for life,
 to her and her assigns for and during her natural life; afterwards
 and after her decease, I give and devise the same unto to a brother.
 my brother, E. W., his heirs and assigns for ever; also
 I give and bequeath unto my said wife, all those my
 leasehold premises in aforesaid, wherein and
 whereon I carry and transact my business, for and The like of
 during the term which at the time of my decease shall a leasehold
 be to come therein, if she shall so long live; and after
 her decease I give and bequeath the same unto my said
 brother, E. W., his executors, administrators, and
 assigns, for the residue of the said term; but if my
 said brother E. shall die in the life-time of my said wife,
 then I give, devise, and bequeath the said premises, as
 well freehold as leasehold, unto my said wife, her heirs,
 executors, administrators, and assigns, absolutely; and
 my will and desire is, that my said brother E. W., shall
 be and become a co-partner with my said wife in my
 said business of a brewer, he paying to my said wife a
 reasonable rent for the apartments at the brewhouse
 which he shall occupy, and one moiety of the utensils
 in trade, and horses used therein, according to an ap-
 praisement to be fairly made, such moiety to be paid by
 my said brother from time to time, as he conveniently
 can. AND as to all the rest and residue of my estate Gift of re-
 and effects, of what nature or kind soever, and where- sidue.
 soever, I give, devise, and bequeath the same unto my
 said wife, her heirs, executors, administrators, and
 assigns, for ever; and I do hereby nominate and appoint Appointment
 my said wife, and my said brother E. W., executrix and of exe-
 executor, of this my will, hereby revoking all former cutors.

Witness.

and other wills by me at any time heretofore made, and declare this to be my only and last will and testament. IN WITNESS whereof, I the said testator, H. W., have to this my last will and testament set my hand and seal, the day of in the year of our Lord 18

A Will of Leasehold Estates, Household Furniture, Stock in Husbandry, &c., as in the margin.

Direction for payment of debts.

Provision having been made for children in testator's life-time, the same is confirmed.

Household furniture given to wife.

Deed of leasehold.

Gift of stock in husbandry, in trust for the benefit of wife for life, and afterwards of testator's sons

To sell.

THIS is the last will and testament of me, J. J., of, &c., yeoman; FIRST, I will and direct that all my just debts and funeral expenses be paid and discharged, to and with the payment whereof I hereby subject and charge all my estate; AND WHEREAS, I have already given and advanced to my sons, J. T., T. T., J. T., and W. T., the sum of l. a-piece, to my daughter, M. H., the wife of J. H., the sum of l.; and to my daughter, S. D., the wife of B. D., the sum of l., in order to advance and settle them respectively in the world; Now I do hereby confirm to them severally the aforesaid gifts; ALSO, I give and bequeath unto my said daughter, S. D., the sum of l., to be paid to her by my executors hereinafter named, in twelve months after my death, together with interest for the same, at the rate of l. per cent. per annum from my death until the said legacy shall be paid to her; ALSO, I give to my beloved wife, M. T., such part of my household goods and furniture as she shall choose to take at the time of my death, for her own sole use and disposal; ALSO, I give to my grandson, J. T., the son of my said son J. T., all that my leasehold messuage or tenement, with the garden and appurtenances thereunto belonging, now in the occupation of P. S., situate at in the county of held by me under E. H., esq., TO HOLD to my said grandson, J. T., his executors, administrators, and assigns, for and during all my term and estate therein; ALSO, I give and bequeath unto my said sons, J. T. and J. T., and to the survivor of them, his executors and administrators, ALL my stock in husbandry, and all the rest and residue of my goods, chattels, debts, monies, and securities for money, and other my personal estate and effects whatsoever and wheresoever, UPON THE TRUSTS, and to and for the uses and purposes hereinafter mentioned; (that is to say), IN TRUST that they my said sons J. T. and J. T., or the survivor of them, his executors, or administrators, do and shall, within the space of one year next after my death, or sooner if conveniently may be, sell and dispose of my said stock in husbandry, goods, chattels, and

effects, for the most money that can be had and obtained for the same; and do and shall collect, get in, and receive such debts, sum and sums of money, as may be any ways due and owing to me at the time of my death, and the money arising by the sale of my said stock in husbandry, goods, and chattels, together with the monies to be received on account of the said debts, shall and do put and place out at interest, either on government or real security, and the interest, dividends, and produce thereof, do and shall pay unto *my said wife, for and during the term of her natural life, by half-yearly payments, and from and immediately after her death*, THEN UPON TRUST, that they my said sons J. T. and J. T., or the survivor of them, his executors or administrators, do and shall pay and divide the whole of such principal monies unto and amongst my said sons J. T., T. T., J. T., and W. T., and my said daughters M. H. and S. D., in equal shares and proportions; but in case any or either of my said sons or daughters shall die in the life-time of my said wife, and before he, she, or they shall become entitled to his, her, or their part or share of the residue of my personal estate hereinbefore by me given to them, leaving any lawful issue of his, her, or their body or bodies, then I give and bequeath the part or share of him, her, or them, so dying, to such issue of his, her, or their body or bodies, in equal shares, if more than one; but in case any or either of my said children shall happen to depart this life without leaving any lawful issue of his, her, or their body or bodies, then I give and bequeath the part or share of him or her so dying *without issue, to such of my said children as shall be then surviving, to be equally divided between them*: and it is my will, and I do direct, that my said trustees, and the survivor of them, his executors and administrators, shall be paid and reimbursed all costs and expenses which they or either of them shall or may be put unto, in and about the execution of the trusts of this my will, and that neither of them shall be answerable or accountable for the act and deed of the other of them, but each for his own act and deed only; and I do hereby name and appoint my said sons J. T. and J. T. joint executors of this my will, and do hereby revoke all former wills by me made. IN WITNESS whereof, I have to this my last will and testament, contained in two sheets of paper, to the first sheet subscribed my name, and to the second subscribed my name and set my seal, this day of in the year of our Lord 18

Trustees to be paid their expenses, and the one of them not to be answerable for the other.

Appointment of executors.

A Will of a Freehold House and Furniture, and a variety of Bequests of pecuniary and specific Legacies.

Preamble. IN the name of God, Amen. I, J. M., of the parish of *Saint Mary-le-bone*, in the county of *Middlesex*, spinster, being of sound mind, memory, and understanding, do make, publish, and declare this my last will and testament, in manner and form following; (that is to say), after payment of all my just debts and funeral expenses, and the proving of this my will, I give, devise, and bequeath unto R. H., of _____ in the said parish of _____ esq., ALL that my freehold house situate in _____ and marked with No. _____ together with the use of the household furniture with which the same is now furnished, for the term of his natural life, and from and after the decease of the said R. H., I give and bequeath the said house, together with the said household furniture, unto my brother, R. M., his heirs and assigns, for ever; *but it is my express will and desire, that the said bequests of the said house and furniture as above-mentioned, shall be subject nevertheless to the payment of one clear annuity, or yearly sum of _____ l. per annum, (which I hereby charge on the said messuage and premises, and the rents and profits thereof, and on the said furniture), unto my dear mother, F. M., for and during the term of her natural life, payable half yearly, the first payment to be made within six months after my decease;* I also give unto my said dear mother the sum of _____ l. for mourning, to be paid to her within one month after my decease; I also give unto my said brother R. M., the sum of _____ l., to be paid to him within three months next after my decease; I also give unto my said brother R. M., the sum of _____ l. for mourning, to be paid to him within one month after my decease, and to his wife J. M. two silver table spoons, and to their son R. M. two silver goblets, gilt in the inside, and my small gold watch; I also give unto my brother F. S. M., IF LIVING AT THE TIME OF MY DECEASE, the sum of _____ l. for mourning; also I give to my aunt E. V. a gold mourning ring; also I give unto M. E., widow, of _____ the sum of _____ l. to be paid unto her within the space of two months next after my decease; also I give unto the said M. E., and to her son and daughter, *each of them decent mourning; I also give unto my executors hereafter named the sum of _____ l., IN TRUST for W. E., son of the said M. E., for the purpose of putting him apprentice to such trade or trades as my said executors shall think most proper for him, as soon as possible after my decease: also I*

Devise of freehold premises to one for life, with remainder over ;

subject to the payment of an annuity of _____ l. per annum.

Gift of various pecuniary and specific legacies.

give unto E. S., who was lately under my care, two miniature pictures, one of which is set round with diamonds, and the other in plain gold, in the shape of a heart; and also a gold souvenir, and gold chain necklace, all of which things will be found in a small box with her name written thereon; also I give unto the said R. H., esq., my diamond rings, ear-rings, pins, &c., together also with my gold repeating watch, and gold chain belonging to the same, my tooth-pick case, and two knives, two gold boxes, with sundry other valuable articles, which several things will be found in a small box, sealed up, with his name written thereon; and as to all the rest, residue, and remainder of my estate and effects whatsoever or wheresoever, I give, devise, and bequeath the same, and every part thereof, unto the said R. H., his executors, administrators, and assigns, for ever, save and except my wearing apparel, which I request may be disposed of as I do order and direct by the list or paper-writing inclosed in this my said will; and lastly, I do nominate, constitute, and appoint the said R. H. sole executor of this my last will and testament; hereby revoking and making void all former or other will or wills by me heretofore made, and do declare this to be my last will and testament.

Gift of residue.
Appointment of executor.
Revocation of former wills.

IN WITNESS, &c.

—♦—

A Will of Freehold, Copyhold, Leasehold, and Personal Estates;—an Annuity is secured to the Testator's Wife; Provision made for any Child he might have by her, and other things as per margin.

IN the name of God, Amen. I, W. B., of
in the county of gent., being of sound and disposing mind and memory, do make and publish this my last will and testament, in manner following; first and principally I commend my soul to Almighty God, and my body I desire may be decently interred, at the discretion of my executors hereinafter named: and as to such worldly estate as God of his goodness hath bestowed upon me, I give and dispose thereof as follows; (that is to say), I give and devise all my freehold and copyhold estates, wheresoever situated, and which copyholds have been duly surrendered to the use of my will, unto P. S., of in the county of gent., and S. P. of in the city of silversmith; UPON THE TRUSTS nevertheless, and to the intents and purposes hereinafter declared of and concerning the same, and all my leasehold estates, as well for lives as for years, together with all my personal estate, of what

Preamble.
Devise of freehold and copyhold estates, to trustees upon trusts after mentioned.
Devise of leasehold and other personal estate; to same trustees.

Upon trust out of the rents, &c. thereof to pay an annuity of *l.* to testator's wife.

nature or kind soever, I likewise give, devise, and bequeath unto the said P. S. and S. P., and their heirs, executors, administrators, and assigns respectively, (according to the nature of the several estates), upon the trusts nevertheless, and to and for the several intents and purposes hereinafter expressed and declared of and concerning the same; (that is to say), upon trust, by and out of the rents, issues, dividends, interest, and profits of all my said estates, to pay an annuity or yearly sum of *l.*, clear of all taxes and deductions whatsoever, into the proper hands of my dear wife S. B., during her natural life, for her own proper use and benefit, in addition to all other provisions made for her upon or previous to our intermarriage; and also by the ways and

And an annuity of *l.* to his sister to be free from the control of her husband.

means aforesaid, to pay one other annuity, or yearly sum of *l.*, clear of all taxes and deductions whatsoever, into the proper hands, and for the sole and separate use of my dear sister M. N., the wife of J. N., during her natural life, and so as that the said last-mentioned annuity, or any part thereof, shall not be subject or liable to the debts, engagements, management, control, or disposition of her present or any future husband; the said annuities respectively to be paid and payable by half-yearly payments on the day of and the day of in every year, by even and equal portions, the first payment of the same respectively to begin and be made on such of the said days as shall first happen after my decease; AND UPON FURTHER TRUST, that the said P. S. and S. P. shall and may retain the sum of *l.* each, for their trouble in performing the trusts of this my will; AND UPON FURTHER TRUST, that they the said P. S. and S. P., and the survivors of them, his or their heirs, executors, administrators, or assigns, do and shall, at the end of one year next after my decease, if there shall be any child or children of my body by the said S. my wife then living, convey, assign, and transfer, in such manner as counsel shall advise, all the rest and residue of my freehold, copyhold, and leasehold estates, money in the funds, and all other my personal estate and effects, of what nature or kind soever the same may be, (subject to and charged with the payment of the said several annuities of *l.* and *l.*, as aforesaid, or such of them as shall be then subsisting), unto my eldest or only child, his or her heirs, executors, administrators, and assigns, absolutely, for ever; but in case there shall not be any child living at the end of one year next after my decease, then that they the said trustees shall and do convey, assign, and transfer, by such advice as aforesaid, all such rest and residue of my freehold, copyhold, and leasehold estates, money in the

Trustees empowered to retain *l.* a-piece for their trouble

A further trust, that said trustees transfer the residue of testator's estate to his eldest child living, within one year after his death.

If no child;

trustees to transfer

funds, and all other my said personal estate and effects, same to the (subject and chargeable as hereinbefore is mentioned), youngest unto the youngest son then living of my uncle D. D., son of testator's uncle, he paying of in the county of esq., his heirs, executors, administrators, and assigns, absolutely, for ever, such son nevertheless paying thereout, or to the satisfaction of my said trustees securing to be paid, unto certain sums to his brothers. each and every of his elder brothers the sum of £. each; and I do hereby constitute and appoint Appointment of executors. my said dear wife S. B., the said P. S. and S. P., executrix and executors of this my last will and testament, hereby revoking and annulling all former and Revocation of former wills. other wills by me at any time heretofore made; and my will is, and I do hereby direct, that my said executors Trustees not to be answerable for the acts of each other; and trustees shall each of them be answerable for their own separate acts and receipts respectively only, and not the one of them for the acts or receipts of the other of them, and that they shall not be accountable for any loss which may happen in my estates, by the reason of the failure of any security or securities, whereon the same may depend, so that the same do not happen nor for accidental losses. through any negligence or default of them the said trustees, or either of them; and lastly, I will and direct that my said trustees do and may retain all the costs, charges, and expenses which they or either of them may sustain Authorized to retain their expenses. in and about the execution of this my will, out of the estates and effects hereby in them respectively vested. Conclusion

IN WITNESS, &c.

Directions in a Will, that if by bad Debts or otherwise the Testator's Estate shall become insufficient to pay Children's Legacies, they shall sustain the Loss equally.

AND my will further is, that in case the said several legacies or sums of £. a piece hereinbefore given and made payable to my said three children in manner aforesaid, shall by reason or on account of any debt or debts due and owing, or which hereafter may grow due and owing to my personal estate, or by any other losses, misfortunes, or means whatsoever, my said estate shall prove or become insufficient to answer and pay to my said three children, or any of them, their respective full legacies of £., a-piece, at the times and in the manner hereinbefore directed and appointed for payment thereof, then and in such case I do hereby order, will, direct, and appoint, that all such losses or deficiencies so happening to my said estate, shall be borne and sustained by all and every my said three children who shall then be entitled to the said legacies of £.

a-piece, and that in equal proportions, share and share alike, anything in this my will contained to the contrary thereof in anywise notwithstanding.

** Will of Leasehold Property and personal Estate.*

THE LAST WILL AND TESTAMENT of me, T. D., of, &c. First, I give and devise unto my wife M. ALL my leasehold estate, called the B., situate in the parish of C., in the said county of S., for and during the term of her natural life; and from and after her decease, I give and devise the same and every part thereof unto my son T. D., of, &c., and my daughter M. G., to be equally divided between them, share and share alike; but charged and chargeable with, and I do hereby charge the same and every part thereof, to and with the sum of £., unto my grandson T. D. AND WHEREAS, I am possessed of or entitled to a certain house and mill, in the said parish of G., for a term of years, which is yet to come and unexpired. Now I do hereby give and devise the same and every part thereof, with the appurtenances, unto my said wife M., for and during the term of her natural life, (if my estate and interest therein should so long continue), and from and after her decease I give and devise the same unto my said son T. D., his executors and administrators, and all my household goods, plate, linen, china, and all other the rest and residue of my personal estate of what nature or kind soever, and wheresoever, I give and bequeath the same, (subject nevertheless to and with the payment of all my just debts, funeral and testamentary expenses), unto [a trustee], upon the trusts following; (that is to say), UPON TRUST, that he the said trustee, his executors, or administrators, do and shall permit and suffer my said wife M. to have and enjoy the use of all my said household goods, plate, linen, and china, and to receive and take the interest and proceeds of all other my personal estate and effects, hereinbefore devised to him, IN TRUST as aforesaid, for and during the term of her natural life, and from and after her decease, UPON TRUST thereout to pay to my said daughter M. G. the sum of £., (the like sum having been advanced and paid by me, for and towards the benefit and advancement in life of my said son T.); and from and after payment of the said sum of £., to my said daughter M. as aforesaid; UPON THIS FURTHER TRUST, to pay and equally divide all the then rest and residue thereof unto and between my said son and daughter T. and M., share and share alike, and upon no other use, trust, intent, or purpose whatsoever; and I do hereby direct, that my said

Leasehold to his wife for life, and after her decease to his son and daughter.

A mill held for a term to his wife, for life, remainder to his son.

Household goods to a trustee subject to debts.

In trust to permit his wife to enjoy same for her life, and after her decease, to pay a sum to his daughter,

the residue to his son and daughter.

[*trustee*] shall not be answerable or accountable for any loss or damage which shall or may happen to the said trust-premises or any part thereof, without his own wilful neglect or default; and also that he my said [*trustee*] shall and may deduct, and retain to himself out of the monies that shall come into his hand, under the trusts of this my will, to reimburse, deduct, and retain to himself, all such monies as he or they shall lay out or expend, in or about the execution of the trusts aforesaid. IN WITNESS, &c.

Trustee not accountable, &c.

To deduct expenses.

Will of Freehold and Personal Estate, as per margin.

THIS is the last will and testament of me, E. E., of, &c. I direct all my just debts, funeral expenses, and the expenses of proving this my will, to be paid and discharged out of my personal estate, as soon as conveniently may be after my decease, by my executrixes hereinafter named. I GIVE AND DEVISE all those my two freehold messuages or tenements, situate and being on the south side of a certain road or way, leading to, &c., from out of a street or way, called the, &c., in the parish of, &c., in the town of, &c., aforesaid, in the tenure or occupation of myself, with the out-buildings, yards, gardens, and appurtenances [thereunto belonging, unto my wife E. E., and her assigns, (she and they keeping and maintaining the same in a good and substantial state of repair), for and during the term of her natural life, in case she should so long continue my widow; and from and after her decease, or from and after her marrying again, [*in case she shall marry again*], as the case may be, then I give and devise the said two messuages or tenements and premises, with their appurtenances, to my daughter E. E., her heirs or assigns, for ever. I GIVE AND BEQUEATH to T. C., of the parish of, &c., in the said county of, &c., maltster, and J. L., of, &c., currier, their executors, administrators, and assigns, all my furniture, linen, goods, chattels, and effects whatsoever, which shall belong to me at the time of my death, UPON TRUST, that they the said T. C. and J. L., and the survivor of them, and the executors and administrators of such survivor, shall and do, as soon as conveniently may be after my decease, take or cause to be taken, an inventory of all such furniture, linen, goods, chattels and effects, and shall make or cause to be made, two fair copies thereof, and shall sign the same, and shall deliver one fair copy thereof to my said daughter E. E., and shall keep the other fair copy thereof in their own possession. AND do and shall

Debts and funeral expenses to be paid.

Devises his two freehold messuages to his wife for life, so long as she continues his widow.

And after her decease or marrying again, to his daughter.

Bequeaths to his trustees, all his furniture, &c., and to make inventories.

To permit

his wife to
enjoy for
her life, or
so long as
she con-
tinues his
widow.

And after
her decease
or marrying
again, to
his daugh-
ter E. E.

Bequest to
his daugh-
ter E. E. of
L.

The residue
of his estate
and effects
to his trus-
tees, upon
certain
trusts.

Trustees to
invest mo-
ney in pub-
lic stocks.

In trust for
his wife for
her life if
she conti-
nues his
widow.

And after
her decease
or marry-
ing again,
in trust, as
to one
moiety for
his daugh-
ter E. E.

permit my said wife to have the use, occupation, and enjoyment of all such furniture, linen, goods, chattels, and effects, for and during the term of her natural life, in case she shall so long continue my widow; and from and after her decease, or after her marrying again, in case she shall marry again, as the case may be, then UPON TRUST, to deliver such furniture, linen, goods, chattels, and effects, to my said daughter E. E., her executors, administrators, and assigns, to and for her and their own use and benefit. I GIVE AND BEQUEATH to my said daughter E. E., the sum of £, to be paid to her by my executrixes hereinafter named, within calendar months after my decease. AND ALL the rest and residue of my estate and effects whatsoever, and wheresoever, not hereinbefore otherwise disposed of, I GIVE AND BEQUEATH unto the said T. C. and J. L., their executors, administrators, and assigns, UPON TRUST, that they, said T. C. and J. L., or the survivor of them, his executors, administrators, or assigns, shall and do with all convenient speed after my decease, sell, dispose of, and convert into ready money, so much, or such part of the residue of my personal estate, as shall not at the time of my decease consist of ready money, and receive, recover, and get in all such debts and sums of money as shall be due and owing to me at the time of my decease, from any person or persons whomsoever, and shall and do lay out and invest, in their or his names or name, the monies to arise by such sale or conversion, and which shall come to their hands under the trusts of this my will, in the public stocks or funds of *Great Britain*, upon government or real securities in *England*, at interest, and shall and do from time to time as they or he shall think proper, vary, alter, and transpose the said stocks, funds, and securities; and also shall and do stand possessed of and interested in the said residue of my personal estate and effects, and the stocks, funds, and securities, in or upon which the same or any part thereof shall or may from time to time be laid out, or invested, IN TRUST, to pay the interest, dividends and annual produce of the said trust-monies, to my said wife, for and during the term of her natural life, if she shall so long continue my widow; and from and after her decease, or from and after her marrying again, in case she shall marry again, as the case may be, UPON TRUST, to pay, transfer, and assign, one moiety or equal half-part of such trust-monies, stocks, funds, and securities, and the future interest, dividends, and annual produce thereof, unto my said daughter E. E., her executors, administrators, and assigns, to and for her and their own use and benefit, AND UPON TRUST, to pay the interest, dividends, and annual pro-

duce of the other moiety of the said trust-monies, And the stocks, funds, and securities, to and for the maintenance, support, and education of my grandsons W. B. and T. B., sons of my late daughter S. B. and J. B., until my said grandson W. B., shall attain the age of 21 years. And when and so long as my said grandson W. B. shall attain the age of 21 years, THEN UPON TRUST, to pay, transfer, and assign, all such last-mentioned moiety of the said trust-monies, and the stocks, funds, and securities, in or upon which the same shall be invested, (except the sum or value of £.), unto my said grandson W. B., his executors, administrators, and assigns, to and for his and their own use and benefit. AND UPON TRUST, when and so soon as my said grandson T. B. shall attain his age of 21 years, to pay the said sum of £., and to transfer the stocks, funds, and securities, in or upon which the same be invested, unto my said grandson T. B., his executors, administrators, and assigns, and for his and their own use and benefit. PROVIDED ALWAYS, and my will is, that in case either or both of my said grandsons shall depart this life before he or they respectively attain the age of 21 years; then that the share of such one or both of them so dying under 21, as the case may be, of and in the said moiety of the said trust-monies, stocks, funds, and securities, shall thereupon go and be paid and transferred to my said daughter E. E., her executors, administrators, and assigns, to and for their own use and benefit. And I appoint my said wife E. E. and my said daughter E. E., executrices of this my last will and testament, and I revoke all other wills made by me at any time heretofore. PROVIDED ALWAYS, and I do hereby direct and declare, that my said executrices and trustees, and each and every of them, their and each and every of their executors, administrators, and assigns, shall be charged and chargeable only for so much money as they and each and every of them shall respectively actually receive, by virtue of, or under this my will, and the trusts aforesaid, and that any one or more of them shall not be answerable or accountable for the other or others of them, nor for the acts, receipts, neglects or defaults of the other or others of them, but each and every of them for her and his own acts, receipts, neglects, and defaults only, nor shall they, or any or either of them, be answerable or accountable for any banker, broker, goldsmith, or other person, with whom, or in whose hands any part of the trust-monies shall or may be deposited, or lodged for safe custody, nor for the insufficiency or deficiency of any security or securities, in or upon which the same

Proviso,
that trustees not
liable, &c.

Trustees to
reimburse
themselves.

And receipts of
trustees and
executrices
to be a discharge.

trust-monies, or any part thereof, shall or may be placed out or invested, nor for any other misfortune, loss, or damage, which may happen in the execution in any of the aforesaid trusts, or in relation thereto, except the same shall happen by or through her, his, or their own wilful neglects or defaults respectively. AND ALSO that they, my said executors and trustees, and each and every of them, their and each and every executor, administrator, and assign, shall and may, by, with, and out of the monies which shall come to their respective hands, by virtue of the trusts aforesaid, retain to, and reimburse herself, himself, and themselves respectively. And also allow to her, his, and their co-trustees and co-executors, all loss, costs, damages, and expenses which she or they, or any of them, shall and may respectively suffer, sustain, expend, disburse, be at, or be put unto, or which shall or may be, to her, him, or them, or any of them, occasioned for or on account, or by reason or means of the trusts hereby in them reposed, or otherwise howsoever relating thereto. AND I do hereby declare, that the receipt or receipts of the said executors or trustees, and of the survivor of them, and of the executors, administrators, or assigns of such survivor, shall be an effectual release and discharge for any sum or sums of money which shall become payable to them, her, or him, under or by virtue of the trusts aforesaid, to any person or persons paying the same, for so much money as in such receipt or receipts shall be expressed to be received, and after such receipt or receipts, such person or persons, their, or any of their executors or administrators, shall not be obliged to see to the application of such monies, nor be answerable or accountable for any loss, misapplication, or non-appearance thereof, or of any part thereof. IN WITNESS, &c.

Will of Personal Property.

THIS is the last will of me, T. D., of, &c., in the county of S., gent., made the day of in the year of our Lord I give and devise my messuage, tenement, or dwelling-house, with the buildings, gardens, lands, and hereditaments thereto belonging, situate, lying, and being within the parish of, &c., aforesaid, now in my possession and occupation, and which I lately purchased of and from R. T., of, &c., aforesaid, unto and To THE USE of my dear wife, S. D., and her assigns, for and during the term of her natural life; and from and after her decease, To THE USE of my only son, T. D., his heirs and assigns, for ever. I give unto my said wife all the wines and other liquors,

Devise of a
house to his
wife for life.

Remainder
to his son
in fee.

Provision

and provisions that I shall be possessed of at the time of my decease, and also my wearing apparel; and I give unto her all my household goods, furniture, plate linen, and china, and the use and enjoyment thereof for her life; and I give to my said wife the sum of £, to be paid to her within one calendar month next after my decease. I give and bequeath unto my brother, J. W. D., of, &c., and F. M., of, &c., their executors, administrators, and assigns, the sum of £, part of my stock or capital in government or parliamentary funds, commonly called the navy 5 per cent annuities, the same to be transferred to, and invested in their names, as soon as conveniently may be, after my decease, UPON TRUST, to pay to, or otherwise, or permit and suffer my said wife, S. D. and her assigns, to receive and take the dividends and yearly produce of the said navy 5 per cent annuities, during her natural life, to and for her and their proper use and benefit; and from and after her decease, the same shall be UPON THE TRUSTS hereinafter mentioned. I give and bequeath unto the said J. W. D. and F. M., their executors, administrators, and assigns, the sum of £, part of my stock or capital, in the government, or parliamentary stock fund, commonly called the 3 per cent. consolidated bank annuities, the same to be transferred to, and vested in their names, as soon as conveniently may be, after my decease. AND I do hereby declare and direct, that the said J. W. D., and F. M., their executors, administrators, and assigns, shall, from and after the decease of my said wife, stand and be possessed of, and interested in the said £. navy 5 per cent. annuities, and shall, from and after my own decease, stand and be interested in the said £. 3 per cent. consolidated bank annuities, UPON TRUSTS following; (that is to say). IN TRUST for my three daughters, S. D., E. D., and C. D., in equal shares, the share or respective shares of such of them as shall be under the age of 21 years, and unmarried, at the time of my decease, to be vested in and transferable to her or their assigns, as and when she or they shall attain that age, or marry, which shall first happen, so as such marriage be had with the consent and approbation of my said wife. And the share, or respective shares of such of them as shall attain the age of 21 years, or be married, in my lifetime, to be vested in, and transferable to her or them, as soon as conveniently may be, after my decease. AND I direct, that if any such one or more of my said three daughters shall die, under the age of 21 years, and unmarried, or shall marry without such consent as aforesaid, and afterwards die under that age, then, as well the original

and apparel
for wife.
Goods to
her for life.

And £, to
one month
after his de-
cease.

£. to
trustees, to
invest.

Upon trusts
thereinafter
mentioned.

£. 5 per cent.
annuities,
(navy).

£. 3
per cent.
annuities,
(bank).

In trust for
three
daughters,
with survi-
vorship, at
their ages of
21 years,
or marriage,
if with con-
sent.

portion or portions hereinbefore provided for each such daughter so dying, as every other portion or share, which she or they shall, by virtue of this my will, have taken by way of survivorship, or accruer, of and in the said *l.* navy 5 per cent. annuities, and *l.* 3 per cent. consolidated bank annuities, shall from time to time accrue and belong, and be IN TRUST for the others of them, and also for my said son, T. D., in equal shares, but shall not be payable or transferable to my said daughters sooner than the original portion or portions of such other or others of them shall respectively become payable as aforesaid; and the same not to be vested in, or transferable to my son, unless and until he shall attain the age of 21 years. AND if all my said three daughters, S. D., E. D., and C. D., shall die under the age of 21 years, and unmarried, or shall marry without such consent as aforesaid, and afterwards die under the age of 21, and unmarried, or shall marry without such consent as aforesaid, and afterwards die under that age, then, and in that case, the whole of the said *l.* navy 5 per cent annuities, and *l.* three per cent. consolidated bank annuities, shall be IN TRUST for my said son, T. D., his executors, administrators, and assigns; but if my said son shall happen to die under the age of 21 years, and unmarried, and without issue living at his decease, or born in due time afterwards, then UPON TRUST that the said I. D. and F. M., their executors, administrators, and assigns, do and shall pay to, or otherwise to authorize or permit and suffer my said wife, S. D., and her assigns, to receive and take the dividends and yearly produce of the said *l.* 3 per cent. consolidated bank annuities, during her natural life, to and for her and their own proper use and benefit. AND I declare and direct, that from and after the decease of my said wife, the said *l.* 3 per cent. consolidated bank annuities, and also the said *l.* navy 5 per cent. annuities, shall be IN TRUST for my brothers and sister, the said J. W. D., and R. D., of, &c., and M. D., of, &c., equally share and share alike. AND I declare and direct, that from and after my decease, the dividends and annual produce of the respective shares of my said three daughters, of and in the said *l.* 3 per cent. consolidated bank annuities, or a proportionate and sufficient part thereof, shall be applied to and for her or their respective maintenance, education, or benefit, until the same shares shall become due and payable, the same to be paid to my said wife, *as long as she shall continue my widow*, to be by her applied *to that purpose*, but for which she shall not be obliged to keep, nor give any

If without consent, to others.

If all die under age, and unmarried, for wife and son.

After death of wife, in trust for relations.

After his decease, interest to be applied for maintenance by her, and after her decease, by trustees.

account. AND after her decease, or second marriage, which shall first happen, the same shall be applied to that purpose, either immediately, by the said J. W. D. and F. M., their executors or administrators, or shall at their election, be paid to any person or persons, by them from time to time appointed to receive, and apply the same for that purpose. AND the accounts of such person or persons relating to the expenditure and application of the same dividends and yearly produce, shall be settled by the said J. W. D. and F. M., and from and after the decease of my said wife, the interest and yearly produce of the respective shares of my said daughters, of and in the said

l. navy 5 per cent annuities, until the same shares shall become due and payable, or a sufficient part thereof shall be applied to and for her or their respective maintenance, education, or benefit; and that the residue or surplus of the dividends and yearly produce of the respective shares of my said daughter, of and in the said

l. 3 per cent. consolidated bank annuities; and also of and in the said l., navy 3 per cent. annuities, which shall remain after, and shall not be paid and applied in manner, and for the purposes aforesaid, shall be added to, and accumulate with such respective shares, and go as the same are hereinbefore given and disposed of. AND I do hereby declare and direct, that if at the time of my decease, I shall not be possessed of the stock or sums of

l. navy 5 per cent. annuities, and l. 3 per cent. consolidated bank annuities, or either of the same stocks or sums, so as not to completely answer and make the before-mentioned bequests, that then, and in that case, and as soon as conveniently may be, after my decease, such sum or sums of money, part of my personal estate, shall be laid out in the purchase of navy 5 per cent. annuities, and 3 per cent. consolidated bank annuities, in the name of my said trustees, as, together with the stocks or sums of money, if any, then standing in my name, of the above nature and description, shall and will make up the full sum or capital of l., in the stock aforesaid, called the navy 5 per cent. annuities, and the full sum or capital of l., in the stock or fund called the 3 per cent. consolidated bank annuities. It being my express will and intention that there shall be no redemption of the said legacies or bequests of

l. 5 per cent. navy annuities, and l. 3 per cent. consolidated bank annuities, or either of them, by reason of the sale, or other disposition by me, of any part of my stocks or monies in the same funds, at any time or times before my decease. AND as to my ready money, securities for money, stock, or money in the public

If not possessed of stock at testator's decease, trustees to purchase.

So as no redemption shall take place.

And all
other per-
sonal
estate.

Upon trust
to pay le-
gacies, &c.

And re-
mainder
to T. D.,
the son.

If son die,
to daugh-
ters.

And if they
die.

Then to
wife

funds, and all other my personal estate and effects whatsoever and wheresoever, not hereinbefore given and disposed of, I give and bequeath the same unto the said J. W. D. and F. M., their executors, administrators, and assigns, UPON THE TRUSTS following; (that is to say), IN TRUST thereout to satisfy and pay all my debts, legacies, funeral expenses, and the costs and charges, and expenses of proving this my will, and also the costs, charges, and expenses of the said J. W. D. and F. M., their executors and administrators, in and about the execution and performance of the trusts hereby in them reposed; and IN TRUST to place out, or continue the residue or surplus thereof, in or upon government or real security, at interest, and to transpose, vary, alter, and change such funds and securities, when and so often as the same shall be thought fit and proper, until the same shall become payable by virtue of the trusts and directions of this my will. AND IN TRUST by and out of the dividends, interest, and yearly produce thereof, to pay and apply such sum or sums of money as my said trustees shall think proper, for the maintenance, education, and benefit of my said son T. D., until he shall attain the age of years; and that if he shall live to attain that age, then, and in that case, the said last-mentioned monies and premises, and the accumulations and savings of and from the same, and the dividends and interest thereof, shall be IN TRUST for my said son T. D., his executors, administrators, and assigns; but if my said son shall happen to die under the age of 21 years, and without issue living at his decease, or born alive in due time afterwards, then, and in that case, all and singular the said last-mentioned trust-monies and premises shall be IN TRUST for my said three daughters, S. D., E. D., and C. D., in equal shares, the same to be vested in and payable to them at the time, and in manner, and with such benefit of accruer and survivorship exclusively, of my said son T. D., as are hereinbefore mentioned and declared, of or concerning the said £. 3 per cent. consolidated bank annuities, or as near thereto as the death of my said son T. D., and other circumstances will permit. AND if all my said three daughters, S. D., E. D., and C. D., shall die under the age of 21 years, and unmarried, or shall marry without such consent as hereinbefore mentioned, and afterwards die under that age, then, UPON TRUST, that the said [trustees], their executors, administrators, and assigns, do and shall pay to, or otherwise to authorise or permit and suffer my said wife S. D., and her assigns, to receive and take the dividends and yearly produce of the said last-mentioned trust-monies and premises, during

her natural life, to and for her and their proper use and benefit. AND from and after her decease, the same shall be IN TRUST for my two brothers, &c. I constitute and appoint my said wife guardian of all my said children, until they shall attain their respective ages of 21 year. AND I nominate and appoint the said J. W. D. and F. M., executors of this my last will and testament. AND I do hereby declare and direct, that the said [trustees], their respective executors or administrators, shall not be answerable or accountable, the one for the other or others of them, but each of them for his own acts, deeds, and receipts only, nor for or on account of his or their joining in the receipt or receipts for the sake of conformity, nor for the act or failure of any banker, broker, or agent, acting under them in the execution of the trusts aforesaid. AND ALSO that they, the said [trustees], their executors and administrators, shall and may, out of the said trust-estates, monies, and premises, retain and be allowed all their costs, charges, and expenses, in and about the execution and performance of the trusts hereby in them reposed. AND I hereby revoke all my former wills. IN WITNESS, &c.

Ultimately for two brothers.
Executors appointed.
Trustees not answerable, &c.
Trustees to be allowed expenses.

Will bequeathing a Sum of Money to a Wife and Children, which a Man was empowered to raise on his settled Estates by an Act of Parliament.

THIS is the last will and testament of me, W. H. I hereby ratify and confirm the settlement heretofore made upon my wife A. H. ; I direct all my just debts, (except such of them as is or shall be a specific charge or specific charges upon my settled estates in the said county of L. or any part thereof), and my funeral and testamentary expenses to be paid and satisfied ; AND I charge my personal estate not hereinafter specifically bequeathed, and all my unsettled real estates, and also my estates in the kingdom of *Ireland*, (subject and without prejudice to the estate and interest of my wife therein), with the payment thereof accordingly. AND WHEREAS by a certain act of parliament made and passed in this present year of his majesty's reign, intituled, " An act to empower W. H. to charge his settled estates in the county of L. or some parts thereof, with the sum of L., for the purposes therein mentioned, and also to grant leases of certain parts of the said estate," it was enacted and declared, that in consideration of my having relinquished a certain power therein mentioned, it should and might be lawful to and for me the said W. H., at any time or times during my natural life, by any deed or deeds, writing or writings, to be by

Testator confirms the settlement made on his marriage, charges his real and personal estate with payment of his debts, &c.
Recital of the act, and the power therein to charge the premises.

me sealed and delivered, in the presence of two or more credible witnesses, or by my last will and testament in writing, to be executed in the presence of and attested by three witnesses, to charge all the manors and lordships hereinbefore mentioned, of my late father W. H., deceased, situate, &c., or either of them, (but subject, &c., as therein mentioned), with and for the raising and payment of any sum or sums of money, not exceeding in the whole the sums of *l.*, and *l.* of lawful, &c., for the benefit of myself, or for any other purpose whatever, with interest at *l. per cent.* &c.: Now I the said W. H., in pursuance and in exercise of the power and authority enabling me in that behalf, in such manner as in the said in part recited act of parliament is mentioned, and by force and virtue of all and every other power and powers, authority and authorities to me appertaining, do by this my last will and testament in writing, by me signed, sealed, and published in the presence of the three credible persons whose names are intended to be hereunto subscribed as witnesses to and attesting the execution thereof, charge all the said manors, &c., with and for the said sum of *l.*, of lawful, &c., with interest, as in the said recited act is mentioned, according to the true intent and meaning thereof; which sum of *l.*, I do hereby direct to be paid, (but without prejudice as aforesaid), at the times and in the manner following; (that is to say), the sum of *l.*, part thereof to be paid to my said wife A. as soon as may be after my decease, to and for her own proper use and benefit, and the sum of *l.* residue thereof, to be paid and divided unto and between all and every my daughters and younger sons who shall be living at the time of my decease, or born afterwards, in equal shares and proportions; and if there shall be but one such child, (over and besides an eldest or only son), then to such one child; and I do hereby direct that the said sum of *l.*, and the profits and shares thereof, shall be paid to such child or children in manner following; (that is to say), to such of them as shall be a daughter or daughters at her or their age or ages of 21 years, or day or days of marriage which shall first happen, and to such of them as shall be a younger son or sons at his or their age or ages of 21 years, or some competent part or parts thereof, to be sooner paid and advanced for the preferment or advancement in the world of all or any of my daughters or younger sons, at the request of my said wife, during her widowhood, and after her decease or marriage which shall first happen, then at the discretion of my trustees hereinafter named, or the survivor of them, or the executors or administra-

Testator
charges the
premises by
virtue of the
act, with
raising a
certain sum.

Part of
which sum
to be paid
to his wife,
and the re-
sidue to be
divided
among his
children.

tors of such survivor; and my will is, that if any one such child, being a daughter, shall depart this life under 21 years, not having been married, or being a son, shall depart this life, or become entitled to the settled estates of my late father, before he shall attain his age of 21 years, then the part or share of him or her so dying or becoming entitled as aforesaid, or so much thereof as shall not have been sooner advanced or paid as aforesaid, shall go and accrue to and for the benefit of any other child or children, in such and the like manner, to all intents and purposes, as if such child so dying or becoming entitled had never existed; and if any other or others of my said children, being a daughter or daughters, shall happen to depart this life under the age of 21 years, not having been married, or being a younger son or sons, shall depart this life, or become entitled to the settled estates of my late father, under the age of 21 years, then the part or share, or parts or shares, as well original as accruing, of such child or children so dying or becoming entitled as aforesaid, or so much thereof as shall not have been sooner advanced and paid as aforesaid, shall from time to time go and accrue to and for the benefit of any other child or children, in such and the like manner, to all intents and purposes, as if such child or children so dying or becoming entitled, had never existed. AND I hereby declare my will to be, that all and every the share and shares so directed to accrue, shall from time to time accrue, together with the original share and shares, which shall by virtue of this my will become payable; and in case there shall not be any child of my body lawfully begotten, living at my decease, or born afterwards, (other than an eldest or only son), or there being any such child or children, all and every such daughter and daughters shall depart this life under the age of 21 years, not having been married, and all and every such son and sons shall also depart this life, or become entitled to the settled estates of my late father deceased, before any of them shall attain the age of 21 years, then I hereby direct the said sum of £., or so much thereof as shall not be advanced and paid for the preferment and advancement in the world of such children, or any of them, to be paid to my said wife, her executors, administrators, and assigns, to and for her and their own proper use and benefit. AND in order to facilitate the raising of the said sum of £., and for securing the payment with interest as aforesaid, I hereby grant, demise, limit, and appoint, all and every the said last-mentioned premises, unto R. K. and J. K., of, &c., their executors, administrators, and assigns, TO HAVE AND TO HOLD the

A term of 1000 years created for the better raising and securing such sum.

said premises unto them the said R. K. and J. K., their executors, administrators, and assigns, from the time of my decease, for and during the term of 1000 years thence next ensuing, (subject and without prejudice as aforesaid), **IN TRUST**, by mortgage of the said premises, or any part thereof, to levy and raise the sum of £., or to take up the same at interest as aforesaid, on the security of the same premises, or any part thereof, for all or any part of the same term. **AND** I hereby declare my will to be, that from and after the repayment of the sum of £. so to be raised, with interest as aforesaid, the said term of 1000 years of and in the said premises shall cease, determine, and be absolutely null and void. **AND** my will is, and I hereby empower my said trustees, or the survivor of them, or the executors or administrators of such survivor, with the consent and approbation of my wife during her widowhood, and afterwards at their discretion, to lay out and invest the said sum of £., part of the said sum of £., so to be raised as aforesaid, or any part thereof, on real securities, or in some of the public funds, and from time to time to alter and transfer such securities or funds at their or his discretion. **AND** I hereby direct that my said trustees, and the survivor of them, and the executors and administrators of such survivor, shall and do in the meantime after my decease, pay and apply the dividends, interest, and annual produce of the said sum of £., and of the securities or funds wherein the same shall be invested, for and towards the maintenance and education, or otherwise for the benefit and advantage of all and every my child and children, (other than and besides the eldest or only son), until their respective shares of the principal money shall become payable to them, and in proportion to their respective shares and interest therein. **AND** my will is, that, &c., shall remain in my house at, &c., and be always held and enjoyed therewith, as far as the rules of law or equity will admit of. **I GIVE AND DEVISE** my estate, situate, &c., subject to the settlement made on my said wife, also all my unsettled real estates, of what nature, kind, or quality soever, situate, &c., and elsewhere, and all my goods, chattels, and personal estate whatsoever and wheresoever, and of what nature or kind soever, (subject to the payment of my just debts hereinbefore directed to be paid, the legacies hereinbefore given or bequeathed, and my funeral and testamentary expenses), unto and to the use of the said R. K. and J. K., their heirs, executors, and administrators respectively, according to the nature or quality thereof, **IN TRUST**, to permit and suffer, and sufficiently authorize and im-

Residue of
the sum to
be placed
out.

The interest
to be ap-
plied in
main-
tenance, &c.,
of children.

Heir-looms.

General de-
vise and be-
quest to
trustees.

In trust for
his wife du-
ring life.

power my said wife and her assigns, to have, receive, and take the rents, issues, interests, profits, and proceeds thereof respectively, to her and their own use during her widowhood, and from and immediately after her decease, in case she shall happen to depart this life, not having been married after my decease, **IN TRUST** for all and every, or any such one or more of my children who shall be living at the time of my decease, or born afterwards, (other than and except such son as shall be entitled for the time being, to the settled estates of my late father), for such estate and estates, either absolutely or conditionally, and with or without power of revocation, and in such sort, manner, and form, and subject to, with, and under such powers, provisos, conditions, restrictions, and limitations, (such limitations over to be for the benefit of some or one of them), as my said wife shall from time to time, or at any time or times, by any deed or deeds, writing or writings, to be by her signed, sealed, and delivered, in the presence of two or more credible witnesses, or by her last will and testament in writing, to be by her signed and published, in the presence of three or more such witnesses, direct, limit, or appoint: **AND** in default of such direction, limitation, or appointment, or in case my said wife shall happen to marry after my decease, then from and immediately after her decease or marriage, which shall first happen, **IN TRUST**, for all and every my child and children who shall be living at the time of my decease, or born afterwards, (other than and except such son as shall be entitled for the time being to the settled estates of my late father), until they shall respectively attain the age of 21 years; and then **IN TRUST** for such child and children so attaining the age of 21 years, (other than, and except as aforesaid), equally to be divided between them, (if more than one), share and share alike, as tenants in common, and their respective heirs, executors, and administrators; **AND** in case such children, save one, shall happen to depart this life, or become entitled to the settled estates of my late father under the age of 21 years, or if there should be but one such child living at the time of my decease, or born afterwards, not being or besides an eldest or only son, then in trust for such one child, his or her heirs, executors, or administrators; and in case I shall not have any child living at the time of my decease, or born afterwards, who being a daughter or younger son, shall attain the age of 21 years, then in trust for my eldest son W., his heirs, executors, and administrators. **PROVIDED ALWAYS**, and I hereby declare my will to be, that it shall and may be lawful to trustees to and for the said R. K. and J. K., or the survivor of

With remainder to the children as the wife shall appoint.

In default of appointment,

To all and every the children

on attaining 21.

Proviso is case of death.

Power for mortgage,

lease, or
sell any
part of tes-
tator's es-
tate.

them, or the heirs, executors, or administrators of such survivor, at any time or times, with the consent and approbation of my wife during her widowhood, such consent to be testified in writing under her hand, and after her decease or marriage, which shall first happen, at their or his own discretion, by mortgage, sale, or other disposition, of all or any part of my last-mentioned real or personal estate, to levy and raise any sum and sums of money, for the preferment and advancement in the world of all or any of my younger sons and daughters; and I hereby empower the said R. K. and J. K., and the survivor of them, and the heirs of such survivor, with the consent and approbation of my said wife during her widowhood, testified as aforesaid, and after the decease or marriage of my said wife, which shall first happen, then at his and their own discretion, to make any lease and leases of my last-mentioned real estates, or any of them, or any part or parts thereof, for any number of years, in possession, not exceeding 21 years, at the best yearly rent or rents that can be had or obtained for the same. AND I hereby empower the said R. K. and J. K., and the survivor of them, and the heirs of such survivor, (with such consent and approbation, and testified as aforesaid), to make sale and dispose of my last-mentioned real estates, or any of them, or any part or parts thereof, and to lay out and invest the monies arising from or by any such sale or sales on real securities or in some of the public funds. AND my will is, that the said R. K. and J. K., and the survivor of them, and the executors and administrators of such survivor, shall stand and be possessed of and interested in such securities or funds, and the monies placed thereon, upon such trusts as are hereinbefore declared of and concerning my personal estate next hereinbefore bequeathed; and in case my personal estate not hereinbefore specifically bequeathed shall not be sufficient to pay my just debts, (not including such of them as is or are, or shall be a specific charge or specific charges on my settled estates in the county of L., or any part thereof), and my funeral and testamentary expenses, then I direct such deficiency to be made good out of the monies arising from the sales of my last-mentioned real estates. AND for facilitating such sale or sales, my will is, that the receipt of the said R. K. and J. K., or the survivor of them, or the heirs, executors, or administrators of such survivor, shall from time to time be a good and sufficient discharge to the purchaser and purchasers, of all or any of my last-mentioned real estates, and his, her, or their respective heirs, executors, and administrators, for so much of such purchase

'Trustees'
receipt to be
sufficient
discharge to
purchasers.

money as shall therein be acknowledged to be received, and that such purchaser or purchasers, his or their heirs, executors, or administrators, or any of them, shall not afterwards be answerable or accountable for any loss or misapplication of such purchase-money so received, or any part thereof. AND I hereby empower the said R. K. and J. K., and the survivor of them, and the executors and administrators of such survivor, with the consent, &c., to lay out and invest any part or parts of my personal estate, not hereinbefore bequeathed, on real securities, or in some of the public funds, and from time to time to alter and transpose such securities or real funds. AND I hereby constitute and appoint my said wife, and the said _____ and the survivor of them, guardian and guardians of my eldest son W. during his minority. AND I hereby constitute and appoint my said wife, sole guardian of all my other children during their respective minorities. AND I hereby nominate and appoint my said wife, and the said _____ executrix and executor of this my will. AND I hereby declare my will to be, that it shall and may be lawful to and for my said trustees, executor, and executrix, and their respective heirs, executors, and administrators, by and out of all or any of the monies, which by virtue of this my will, or any trust therein declared, shall come to their or any of their hands, to deduct, retain to, and reimburse themselves, all such reasonable costs, charges, and expenses, as they respectively shall or may sustain, expend, or be unto, in, or about the execution of this my will; and also that my said trustees, executor, and executrix, their respective heirs, executors, and administrators, shall be charged and chargeable, only every of them, for and with his and her own respective receipts, payments, acts, and wilful defaults, and not otherwise, and shall not be charged or chargeable with, or for any sum or sums of money other than such as shall actually and respectively come to his, her, and their hands, by virtue of this my will, nor with or for any loss or damages which may happen in or about the execution of all or any of the trusts hereby in them reposed, without his, her, or their respective wilful defaults. AND LASTLY, hereby revoking all former wills by me made, I declare this to be my last will and testament. IN WITNESS, &c.

Power for trustees to invest personal estate in funds, &c., and to alter and transpose securities.

Appointment of guardian to testator's son;

and of executors.

Power for trustees to reimburse them their expenses, and for their indemnification.

Revocation of former wills.

Will whereby the Testator directs the Interest of his Property to be paid to Feme Covert separately for Life, then to her Husband for Life, and the Principal to their Children.

Bequeaths
all his prop-
erty to
trustees.

In trust to
pay the in-
terest to his
sister-in-
law, sepa-
rate from
her hus-
band.

Her receipt
to be a dis-
charge to
trustees for
same.

After her
decease, to
her hus-
band for
life.

After the
decease of

THIS is the last will and testament of me, L. B., of, &c. I give, devise, and bequeath (subject to the payment of my just debts, funeral expenses, and the probate and execution of this my will) my whole fortune of money, plate, jewels, goods, chattels, stocks, funds, securities, and all other my personal estates of what nature soever, (except such parts thereof as I shall hereinafter, or by any codicil or codicils to this my will, specifically give, bequeath, and dispose of), unto I. B. and T. B., of, &c., their executors, &c., UPON TRUST, that they my said trustees, or the survivor of them, his executors, administrators, and assigns, shall and do, as soon as conveniently may be after my decease, sell and convert into ready money all such part or parts thereof as shall not consist of monies or securities for money, and shall and do call, receive, and get in all such part and parts thereof as consist of monies or securities for money, and shall and do thereupon with all convenient speed then afterwards invest and place out the monies arising by such sale or sales, and to be called in, as is last-mentioned, upon parliamentary or real securities, at interest, or in the purchase of stock in any of the public funds, and shall and do yearly and every year, during the life of my sister-in-law A. B., wife of my brother R. B., pay or cause to be paid all the dividends, profits, and produce thereof, into the proper hands of her the said A. B., to and for her own sole and separate use and benefit, or to such person or persons as she by any writing signed with her proper hand, shall from time to time, notwithstanding her present or any future coverture, direct and appoint. AND my will is, that her present husband shall not intermeddle therewith, neither shall the same be subject or liable to his control, debts, or engagements. AND the receipts of the said A. B., signed with her own proper hand, shall be a good and sufficient discharge for so much of the profits, dividends, and interests of my said personal estate, as shall be therein acknowledged or expressed to be received. AND from and after the decease of the said A. B., then upon trust to pay such interest, dividends, and profits to my said brother R. B. and his assigns, (in case he shall survive his said wife), for and during the term of his natural life, for his and their own use and benefit. AND from and after the decease of the survivor of my said

sister-in-law and my said brother, then upon trust, that my said trustees or the survivor of them, his executors or administrators, shall and do pay and apply my personal estate so devised to them in trust as aforesaid, or any part thereof, or assign or transfer the stocks and securities in which the same shall be then invested, to and amongst all or any one or more of the children of my said brother R. B., on the body of my said sister-in-law begotten or to be begotten, in such proportion, and at such time and times, and in such manner as she the said A. B., whether covert or sole, shall from time to time, by any deed or deeds, writing or writings, to be by her executed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, signed and published in the presence of three or more such witnesses, direct, limit, and appoint. In default of appointment, to be paid to sons at 21, and daughters at 21, or day of marriage, unless same in father or mother's lifetime, then, &c AND in default of such direction, limitation, or appointment, then upon trust, to pay and apply, or assign and transfer the same respectively, to and amongst all and every the child and children of my said sister-in-law A. B., by my said brother R. B., begotten or to be begotten, to be equally divided between them, if more than one, share alike, and if there shall be but one such child, then to such only child, and the same shall be paid to such child or children, in the manner following; (that is to say), the part or share of such of them as shall be a son or sons, to be paid at his or their age or ages of 21 years, and the part or share of such of them as shall be a daughter or daughters, at such age or ages, or day or days of marriage, which shall first happen, unless such respective times for payment shall happen in the lifetime of my said sister and brother, or either of them, and in such case, the part or share of such of them as, being a son or sons, shall attain the age of 21 years, or being a daughter or daughters, shall attain that age, or be married in the lifetime of my said sister and brother, shall be paid immediately after the decease of the survivor of them my said brother and sister. Children's shares to survive in case of death. AND that if any such child or children, being a son or sons, shall happen to depart this life under the age of 21 years, or being a daughter or daughters, shall also depart this life under that age and unmarried, then the share of him, her, or them so dying shall go and be paid to the survivor or survivors of them, at such time or times as his or her original share shall become payable; and my will is, that all and every the share and shares so directed to survive, shall from time to time survive, together with the original share and shares, until such original share and shares shall become pay-

survivor of husband and wife, then principal to go to their children as wife shall appoint.

Interest of children's shares to be applied for their maintenance.

If no children, property to go to brother and sister and their representatives.

able. AND UPON THIS FURTHER TRUST, that my said trustees, or the survivor of them, his executors, &c., shall and do in the mean time after the decease of the survivor of my said brother and sister, pay and apply all the dividends, interest, and proceeds of my personal estate so devised to them as aforesaid, for and towards the maintenance and education of such child or children, until their respective shares thereof shall become payable, in proportion to their respective shares. AND in case there shall be no child or children of the body of my said sister A. B., by my said brother R. B., living at the time of the decease of the survivor of my said brother and sister, or there being such, if all and every such son and sons shall depart this life under the age of 21 years, and all and every such daughter and daughters shall also depart this life under that age and unmarried, then upon trust that my said trustees, and the survivor of them, and the executors, &c., shall and do pay and apply my said personal estate so devised to them as aforesaid, or assign and transfer the securities and stock on which the same shall be then invested, unto and to the use of, and equally between my said brother and sister R. B., and A. his wife, their respective executors, &c., absolutely for ever. I give to E. H., my silver coffee-pot; to my sister, &c., I bequeath all my jewels that were my mother's, or such share thereof as I am entitled unto. I constitute, make, and appoint my said brother R. B., and my said sister-in-law A. his wife, and my said trustees I. B. and T. B., executors of this my last will and testament. IN WITNESS, &c.

Will directing a strict Settlement to be made of the Testator's Estates, with the usual Powers, Provisos, &c.

Will.

Devise of all testator's estates to trustees upon trusts following.

Upon trust for trustees

THIS is the last will and testament of me, L. S., of, &c. I will and direct that all my just debts, funeral expenses, and the charges of proving this my will, be fully paid and satisfied by my executrix and executors hereinafter named, as soon as conveniently can be after my decease. I give, devise, and bequeath unto C. L., of, &c., and O. B., of, &c., and their heirs, executors, and administrators, all and singular my freehold and leasehold estates whatsoever, to which I shall be in any manner entitled at my decease, in possession, reversion, remainder, or contingency, with their and every of their rights, &c., to hold the same, &c., unto the said C. L. and O. B., their heirs, executors, and administrators, UPON TRUST, nevertheless, that they the said C. L. and O. B., or the survivor of them, or the heirs

executors, or administrators of such survivor, do and shall with all convenient speed after my decease, by such good and sufficient conveyances and assurances as counsel shall advise, convey, settle, limit, and assure, unto T. B., of, &c., and N. M., of, &c., their heirs and assigns, all and singular my said freehold estates, to the several uses, upon the several trusts, and to and for the several ends, intents, and purposes hereinafter mentioned, expressed, and declared, of and concerning the same; (that is to say), I direct the said several estates to be settled, as that the same and every part thereof may go, remain, continue, and be to the use of my dear wife E. S., for her life, subject nevertheless to a term of years to be previously limited therein to two trustees, to be in such settlement for that purpose named, whereby one annuity, of, &c., may be secured, &c., out of my said estates, with powers of entry and distress for obtaining the payment of the same, which annuity, &c., free from all taxes, &c., I hereby order and direct shall be paid by the said trustees of the term, into the proper hands of my daughter M. W., during the term of her natural life, or to such person or persons as she shall by any note or writing signed with her hand, appoint to receive the same, by two even and equal half yearly payments; (that is to say), on, &c., the first of which payments, I direct, &c. AND I hereby order and direct, that the said annuity shall be from time to time so paid as aforesaid, to and for the sole and separate use and benefit of my said daughter, notwithstanding her coverture, and that the same, or any part thereof, shall not at any time, or in any manner or event be subject or liable to the debts, control, power, management, forfeiture, or engagements of her present husband R. W., or of any future husband with whom she may at any time happen to intermarry. AND that the receipt and receipts of my said daughter alone, or of her appointee, notwithstanding her coverture, shall be a good and sufficient discharge for the same, and subject thereto, I direct the said estate to be settled to the use of L. S. W., of, for his life, without impeachment of waste, with remainder to the said I. B. and N. M., and their heirs during his life, IN TRUST, to preserve contingent remainders, with remainder to the first and other sons of the body of the said L. S. W., lawfully begotten, severally and successively, in tail male; and in default or failure of such issue, *to the second son, with the like remainders to the first, &c., sons, with divers like remainders.* AND it is my mind and will, that in such settlement so to be, a power shall be given and reserved to L. S. W., if he shall become entitled to my said es-

to convey same to other persons.

To the use of his wife for life, subject to a term of years to be previously limited, to secure his daughter an annuity separate from her husband.

Then to L. S. W., for life; then to trustees to preserve remainders; then to first and other sons of L. S. W., in tail male. And power for devisees

to jointure
and lease.

tate for life, to make a settlement by way of jointure upon any woman he may happen to marry, either before or after such marriage, not exceeding *l.* per annum, and that the same power be given to my other son, &c., so that there never be more than one jointure upon the said estate at one and the same time, and also a power for such respective tenants for life, after they shall have attained the age of 21 years, to grant leases of all or any part of my said estates, for any term not exceeding 21 years, to commence in possession at rack rents, and without taking any fine or foregift for the same, *with a like power for trustees during minority of tenants for life.* AND also a power for them my said trustees, and their heirs, during the life of any such tenant for life, to cut such timber upon my said estate as shall be fit and proper to be cut, from time to time; the money to arise by sale of such timber, I direct shall be laid out in their names in the purchase of freehold lands and hereditaments in *England*, and that such lands and hereditaments be immediately settled and assured to and for such uses as my said estates are hereinbefore by me directed to be settled and assured, or so many of them as shall be then subsisting and capable of taking effect. I give and devise unto the said I. B. and N. M., their

Power for
trustees to
fell timber
and lay out
the money
in purcha-
sing of es-
tates.

Devise of
copyhold
premises on
same trusts.

heirs and assigns, all and singular my customary and copyhold messuages, &c., whatever, which I have surrendered to the uses of my last will, or which I have power to dispose of, upon trust nevertheless, that they my last-named trustees, and the survivor of them, and the heirs and assigns of such survivor, do and shall from time to time permit and suffer the said customary and copyhold premises to be held and enjoyed by such person and persons, as from and after my decease shall by virtue of this my will or settlement hereinbefore directed, &c., respectively become seised of or entitled unto any estate of freehold or inheritance, of and in my said freehold, hereditaments, &c., for and during so long time as the rules of law and equity will permit. AND as to my leasehold messuages, &c., and all other my leasehold estates hereinbefore by me given, &c., to the said C. L. and C. B., it is my will, and I hereby order and direct, that they the said C. L. and C. B., and the survivor of them, and the executors, administrators, and assigns of such survivor, shall and do stand possessed of and interested in the said leasehold premises, UPON TRUST, to permit and suffer my dear wife, and her assigns, to hold and enjoy the same, and to receive and take the rents, issues, and profits thereof for and during so many years of the term which at my decease shall be to come therein respectively, as she shall happen to live. AND

Bequest of
leasehold
premises in
trust for his
wife for life.

from and after her decease, IN TRUST, during the residue of the term or terms of years which shall be then unexpired in the said leasehold premises, for the person or persons who from time to time, by virtue of this my last will, or the settlement, &c., shall be entitled to the rents and profits of my said freehold estates hereby given and devised as aforesaid; it being my intent and meaning that my said copyhold and leasehold estates, &c., shall go along with and be held and enjoyed, together with my said freehold estates, so far as the different nature of the same estates, and the rules of law and equity will permit. And it is my mind and will, and I expressly order, direct, and declare, that the said several bequests, devises, legacies, and provisions herein by me given and made unto and for my said wife, in manner aforesaid, are by me meant and intended to be, and shall by my said wife be accepted and taken in full and entire lieu, bar, recompence, discharge, and satisfaction, of and for all and all manner of claims and demands whatever, which she at any time might or could have, or which, without provision and declaration, she could or might have at the time of my decease, of, into, or out of any part or parts of my real or personal estate, under or by virtue of any settlement, or other writing by me at any time made upon or in favour of my said wife, or as, or for, or on account of any dower or thirds, or right or title of dower or thirds, which she, my said wife, might, could, or would in any manner have, claim, challenge, or demand, out of, upon, or from or in respect of any part of my estate or effects, in any manner howsoever. PROVIDED ALWAYS, and it is my express mind and will, and I hereby order and direct, that my said grandson L. S. W., and all and every the child or children of my said daughter, M. W., who shall or may become seised of, or entitled to any estate of freehold or inheritance of or in my said freehold or inheritance, or of or in my said real estates, under or by virtue of the limitations to be contained in the settlement thereof hereinbefore directed, shall, within the space of three calendar months next after he or they shall become seised thereof, or entitled thereunto, if he or they shall then be of full age, and if not, then within six months next after he or she shall attain his or her age of 21 years, assume and take upon himself, herself, and themselves respectively, and use the surname of S. only, in addition to his, her, or their Christian name, without the name of W., or any other surname whatsoever, and shall also take and bear the family arms of L., quartered as I now bear the same, and shall accordingly apply for and use his, her, and their best and utmost endea-

Then leaseholds to be on same trusts as other premises.

Declaration that devise for benefit of wife is in bar of dower.

Proviso and declaration that devisees shall take the surname of testator within a limited time after they come into possession.

vours to obtain his majesty's sign manuel, license, and consent, or such other powers and authorities as are or shall be necessary for that purpose; and I direct that this my mind, order, and direction, be expressed and inserted in a proper proviso, to be contained in the said settlement of my said estate, so to be made as aforesaid, and that it be thereby made an indispensable condition and stipulation, annexed to the tenure and enjoyment of my said estate. And in case the said L. S. W., or any other of my said grandchildren, &c., to whom my estates shall so descend or belong, shall not, within the time above limited for that purpose, assume, take, use, and bear the surname of S. only, and the arms of S. in manner aforesaid, then I will order and direct, that all my said estates, and all the right, share, and interest of such child, so neglecting or refusing to take and bear the surname of S. only, &c., of and in all my stocks, &c., shall immediately go, pass, descend, and belong, and I hereby give, devise, and bequeath the same, unto such persons as would take or be entitled to the same under this my will, or the settlement, &c., if the said L. S. W., or such other persons so refusing or omitting, was or were at that period actually dead, any thing hereinbefore contained, or in such settlement to be contained to the contrary thereof, in anywise notwithstanding. [*Appoints executors, power to trustees to reimburse themselves, and not to be chargeable for more than shall come to their hands, nor one answerable for the other. Power for surviving trustee, in case of death, &c., with consent of L. S. W., to appoint new trustees, in case of minority, &c.*] IN WITNESS, &c.

Clause in a Will devising Premises, which were in Mortgage to the Testator.

Devise.

I GIVE and devise all and every the manors, messuages, lands, tenements, and hereditaments whatsoever, whereof I am seised or entitled as mortgagee in fee, with their and every of their appurtenances, and all my estate and interest therein, unto my two sons J. B. and C. B., their heirs and assigns, upon trust, and to the intent that they the said J. B. and C. B., or the survivor of them, or the heirs of such survivor, do and shall, on payment unto my executors and administrators of such sum and sums of money, which shall be due and owing upon or in respect of the several mortgages and securities affecting or charging the said respective premises, or which ought to be paid unto my executors or administrators, convey and assure the said several and re-

spective manors, hereditaments, and premises, with the appurtenances, unto and for the person and persons, and his, her, and their heirs and assigns, who at the time of making such respective payments, shall be entitled to the redemption or equity of redemption of and in the said respective mortgaged premises, but the monies which shall be received for or in respect of the said several mortgages and securities, are to be paid and applied for such uses, intents, and purposes, as are mentioned and directed in and by this my will, unless otherwise by me hereinafter applied.

Will bequeathing Portions to several Children, and Appointment of Guardianship.

IN the name of God, Amen, I, T. L. of, &c., do make this my last will and testament as follows; (that is to say), MY desire is to be buried with as little expense as decency will permit, and that all my debts and funeral expenses be paid as soon after my decease as conveniently may be. AND I give all my messuages, lands, tenements, and hereditaments whatsoever, situate, lying, and being in L. in the county of C., (other than and except all those three fields or closes of land, meadow or pasture, lying and being near W. causeway in L. aforesaid, which I purchased of Mrs. S. B.), with their appurtenances, unto my dear wife J. L., for and during her life. AND from and after her decease, I give and devise the same to my eldest son W. L. and his heirs, and I give all the rents which shall be due and owing to me at my death for the aforesaid messuages, lands, tenements, and hereditaments hereinbefore given to my said wife for life, and after her death to my said son W. and his heirs, unto my said wife J. L. for her own use. AND I give and devise all and every my messuages, lands, tenements, and hereditaments whatsoever, which are situate, lying, and being in the parish of S., and in any other parish, township, or place near thereto, in the said county of C. with their appurtenances, to my son T. L. and his heirs, charged and chargeable nevertheless with the annuity or yearly sum of £. , to be issuing and payable out of the same messuages, lands, tenements, and hereditaments, to my brother J. L. during his life, by two even and equal half-yearly payments in every year, the first of the said half-yearly payments to be made at the end of six calendar months next after my decease. AND I give to my said son T., all the rents that shall be due and owing to me for the said last-mentioned messuages, lands, tenements, and hereditaments at my decease. AND I give and devise all the aforesaid

Funeral.
Debts to be paid.

All the messuages and lands, &c. in L.

(Except the three fields purchased of Mrs. B.) To Mrs. L. for life.

Remainder to his son W. in fee

All his messuages and lands, &c. in or near S.

To his son T. in fee, subject to the payment of £. a year.

To the testator's brother J. for life.

The said three fields

purchased
of Mrs. B.
To his son
H. in fee.
All the
household
goods and
furniture in
the houses
in, &c.,
to Mrs. L.

l. and
interest at
l. per cent.

l. and in-
terest at l.
per cent. to
his son W.

l. and
interest at
l. per cent.

to his
daughter H.

l. to
his said son
T. L. when
he attains
21.

l. and
interest at
l. per cent.

to his
daughter
D. L., to be
paid to her
at 21.

l. and
interest at
l. per cent.

to his
daughter
M. L. when
she attains
21.

l. and
interest at

l. per cent.
in trust for
the separate
use of his
daughter

J. L. during
her life, and
after her
death,

in trust for
her child or
children

living at her
death.

And if none,
then to be-

three fields or closes of land, meadow or pasture, which I purchased of the said S. B., to my son H. L. and his heirs. AND I also give to him, my said son H., all the rent which shall be due and owing to me for the same at my death. AND I give all my household goods and furniture, plate, china-ware, household linen, prints, pictures, and household utensils in my house in aforesaid, and my house in the parish of L., to my said wife for her own use. AND I also give to my said wife the sum of l., to be paid to her as soon as it can be conveniently raised out of my effects, and interest for the same, in the meantime, from the end of one calendar month next after my decease, at the rate of l. per cent. AND I give to my son W. L. the like sum of l., and interest for the same, at the rate aforesaid, from the end of one calendar month next after my decease. AND I give to my daughter H. L., to be paid to her within two years next after my death, the like sum of l., and interest for the same, in the meantime, at the rate aforesaid, from the end of one calendar month next after my decease. AND I give to my said son T. L., the sum of l., to be paid to him when his present articles of apprenticeship expire. AND I give to my daughter D. L., the sum of l., to be paid to her within four years next after my death, and interest for the same, in the meantime, at the said rate of l. per cent. from the end of one calendar month next after my decease, to be paid to her guardian during her infancy, and applied for her maintenance during her minority. AND I give to my daughter M. L., the like sum of l., to be paid to her when she attains the age of 21 years, and interest for the same, in the meantime, at the said rate of l. per cent. from the end of one calendar month next after my decease, to be paid to her guardian, and applied for her maintenance during her minority. AND I give the sum of l. and interest for the same, at the said rate of l. per cent. from the end of one calendar month next after my decease, unto Mr. R. Y., of, &c., and Mr. C. T. C., of, &c., their executors, administrators, and assigns, UPON TRUST, to pay the interest of the said sum of l. to my daughter J. L., for her sole and separate use during her life, exclusive of her husband, and for which her receipt alone shall be a sufficient discharge; and from and after the decease of my said daughter J. L., then as to the said sum of l., IN TRUST for her child or children living at her death, if more than one, equally to be divided between or amongst them, share and share alike; BUT if she shall not have a child living at her death, then my will is that the said sum of l., shall sink into and become and be part of

the residue of my personal estate; AND as to all the rest and residue of my personal estate and effects whatsoever, which shall remain after payment of my debts, funeral expenses, and the aforesaid specific and pecuniary legacies and interest, I give and bequeath the same to my said son W. L., his executors and administrators. AND I give the custody, tuition, and guardianship of the persons of such of my children as shall be under the age of 21 years at the time of my death, to my said wife J. L. during their respective minorities. AND I nominate and appoint my said wife executrix of this my will; and my will is, and I do hereby direct that all the rents of the messuages, lands, tenements, and hereditaments, which are hereinbefore given to my said sons T. L. and H. L., respectively, shall be paid to their guardian during their respective minorities, and applied for their maintenance and support. IN WITNESS, &c.

come part
of the resi-
due of the
personal
estate.
The residue
of his per-
sonal estate
to his said
son W. L.
Appoints
Mrs. L.
guardian of
his infant
children,
and execu-
trix of his
will.

Will bequeathing to Brother as a Trustee, personal Property and Effects to pay Debts, and the ultimate Remainder to his Grandchildren

IN the name of God, Amen. I, J. M., of B., in the county of S., gent., being sick and weak in body, but of sound and disposing mind, memory, and understanding, (praised be God for the same), do make this my last will and testament, in manner following: I give and bequeath unto my brother, J. M., of B. aforesaid, my executor and trustee hereinafter named, all my household goods and furniture, money, and securities for money, debts owing to me, and all and singular other my personal estate and effects of what nature or kind soever. To HOLD to him the said J. M., his executors, administrators, and assigns, UPON THIS SPECIAL TRUST and confidence nevertheless, and to and for the intents and purposes hereinafter mentioned, (that is to say), it is my will, and I do hereby direct, that he my said brother, the said J. M., his executors, or administrators, do and shall as soon as convenient after my death, sell and dispose of my said goods and furniture, and take, call in, and receive, not only my ready money, but also all such debts, sum or sums of money as shall be due or owing to me at the time of my death, and out of the money arising by such sale or disposal, my ready money, (if any), and the monies so to be called in and received, then I direct that he the said J. M., my said trustee and executor, do and shall in the first place, pay and discharge my funeral expenses, the charges of proving this my will, and my just debts; and in the next place, I further will, order, and direct, that my said

Preamble.

Trust.

To sell.

trustee and brother, the said J. M., do and shall out of the monies and personal estate as aforesaid, pay, retain, and reimburse himself, all other costs, charges, and expenses whatsoever, which he shall or may bear, pay, be put unto or sustain in or about the execution of this my will, or the trust hereby in him reposed. And from and after such payment so to be made as aforesaid, I then order, will, and direct, that he my said trustee and brother, the said J. M., his executors or administrators, do and shall pay unto my servant A. B., the sum of £., as a legacy and full compensation to her for her care and attention to me during my illness, provided she continues to live with me to the time of my death, but not otherwise; and as to the ultimate residue or surplus money of my said personal estate and effects, which shall remain in the hands or possession of my said trustee and executor, the said J. M., (after the several payments so to be made as aforesaid), it is my will, and I do hereby order and direct that such residue or surplus money, shall go and be paid by my said trustee and executor, unto and amongst all and every the child or children of my only daughter E., the wife of J. M., in equal shares and proportions, when and as such child or children, or the survivors or survivor of them, shall severally and respectively attain the age of 21 years, but without any interest whatever for the same or any part thereof. And in case she my said daughter shall not happen to have any child or children lawfully begotten and born in wedlock at the time of my death, then it is my will, and I do hereby expressly declare and direct, that the same residue or surplus money, (if any), remaining as aforesaid, shall be retained and kept by my said brother the said J. M., his executors or administrators, to and for his and their own use and benefit absolutely, and I do hereby nominate, constitute, and appoint him my said brother the said J. M., sole executor of this my last will and testament, hereby revoking and making void all and every other will and wills at any time heretofore by me made, and do declare this to be my last will and testament. IN WITNESS whereof, I the said J. M., have hereunto set my hand and seal, this day of in the year of our Lord 18

J. M.

Signed, sealed, published and declared by the above-named J. M., as for his last will and testament, in the presence of us, who in his presence, at his request, and in the presence of each other, have subscribed our names as witnesses thereto.

Directions in a Will, that if by bad Debts or otherwise, the Testator's Estate shall become insufficient to pay Children's Legacies, they shall sustain the Loss equally.

AND my will further is, that in case the said several legacies or sums of *l.* a-piece hereinbefore given and made payable to my said three children in manner aforesaid, shall by reason or on account of any debt or debts due and owing, or which hereafter may grow due and owing to my personal estate, or by any other losses, misfortunes, or means whatsoever, my said estate shall prove or become insufficient to answer and pay to my said three children, or any of them, their respective full legacies at *l.* a-piece, at the times and in the manner hereinbefore directed and appointed for payment thereof, then, and in such case, I do hereby order, will, direct, and appoint, that all such losses or deficiencies so happening to my said estate, shall be borne and sustained by all and every my said three children, who shall then be entitled to the said legacies of *l.* a-piece, and that in equal proportions, share and share alike, any thing in this my will contained to the contrary thereof in anywise notwithstanding.

A Devise of Tithes to a Trustee, for the Augmentation of the Living of the Vicar or Curate of S.

Item, I give, devise, and bequeath unto my loving friend M. A., of, &c., esq., and to his heirs and assigns for ever, all that my part, share, and portion of tithes, of what nature, kind, or quality soever, issuing, and payable to me out of three several farms, situate and being in the parish of, &c. And all other my tithes in the hundred of D. aforesaid; and upon this special trust and confidence nevertheless, that he the said M. A., and his heirs, shall and do, from time to time, and at all times hereafter, permit and suffer the vicar or curate of the parish of S. for the time being, and his successors for ever, vicars or curates of the said parish of S., to receive and take the said tithes, part, share, or portion of tithes, to his and their own proper use, benefit, and behoof, for an augmentation, and for the better livelihood, provision and maintenance of the said vicar or curate, and his successors, vicars and curates of the said parish of S., for ever.

A Devise, or Gift to W. College, Oxon, for the Education of one poor Scholar for ever.

Gift.

Item, I GIVE, devise, and bequeath unto the said M. A., and to his heirs and assigns for ever, all that my message or tenement, farm, lands, and hereditaments, situate, &c, upon this special trust and confidence nevertheless, that he, the said M. A. and his heirs, shall, from time to time, and at all times hereafter, permit and suffer the warden and fellows of W. college, in the university of *Oxford*, for the time being, and their successors for ever, to receive and take the rents, issues, and profits thereof, which I direct and appoint shall, from time to time, and at all times hereafter, be paid and allowed for and towards the maintenance and education of a poor scholar of the said college, for and during, and until such scholar shall be bachelor of arts, or elected fellow of the house: and then to another poor scholar to be elected and chosen, which scholar shall from time to time be nominated, elected, and chosen by the warden and five senior fellows of the said college.

A Devise of l., to be applied in releasing poor Prisoners in the Fleet or ; what sort of Prisoners are to be objects of it.

Devise.

AND I devise and will, that my executors hereinafter named, shall, within four months after my decease, lay out and expend the sum of l., in releasing and discharging such poor prisoners who shall be imprisoned at my decease, in the prisons of the *Fleet*, or or one of them, situate in the city of *London*, as my said executors shall think fit; my said executors having a regard therein to such poor prisoners as have been sober and industrious, and are so confined by reason of losses and misfortunes, and have not through idleness, drunkenness, or debauchery, fell into such condition: provided nevertheless, that if I in my lifetime, after the date of this my will, shall have applied or expended the sum of l. for the discharge of such poor prisoners, then my said executors shall be discharged from the said legacy of l. hereinbefore given and bequeathed, and the same shall cease and be void.



CODICIL.

A CODICIL is a supplement to a will when any thing is omitted which the testator would add, or which he would explain, alter, or retract; and although by a codicil any bequests or dispositions of a will may be altered, new legacies given, and other executors appointed in the room of those named in the will, yet where the alteration is of considerable importance, it is much better to make a new will; which is always less liable to suspicion or misinterpretation. If any real estate is disposed of by the codicil, it must, as well as a will, be attested by three witnesses.

WHEREAS, I, R. R., of, &c., linen-draper, have made and duly executed my last will and testament in writing, bearing date the day of Now I do hereby declare this present writing to be a codicil to my said will, and I do direct the same to be annexed thereto, and to be taken as part thereof; and I do give and bequeath to my son R. R., in my said will named, the further sum of

£. in addition to what I have given him in and by my said will: AND WHEREAS, I did in and by my said will, give and bequeath unto J. F. the sum of £. now I do hereby revoke the said legacy, and do give unto him the said J. F., the sum of £. and no more; and I do hereby ratify and confirm my said will, in all the other particulars thereof. IN WITNESS whereof I the said R. R. have to this codicil set my hand and seal, this day of in the year of our Lord

R. R. (L. s.)

Signed, sealed, published, and declared, by the said testator, R. R., as and for a codicil, to be annexed to his last will and testament, and to be taken as part thereof, in the presence of us, }

A Codicil, whereby a Will is altered, and new Legacies given.

WHEREAS I, J. M., of, &c., in the city of London, hosier, have made and duly executed my last will and testament in writing, bearing date the day of and thereby given and bequeathed the sum of £. unto T. M.; now I do hereby revoke and make void the said legacy of £. so given and bequeathed by my said will unto the said T. M., and do give and bequeath the said sum of £. unto J. F., of Cheapside,

London, haberdasher ; also, I do revoke and make void the two several legacies of *l* a-piece given and bequeathed by my said will unto C. H. and W. H. , and do give and bequeath unto the said C. H. and W. H. , the sum of *l* a-piece and no more ; and I do hereby give and bequeath unto R. W. , of *Foster-lane, London*, cordwainer, the sum of *l*. And I do ordain and declare this present writing to be a codicil to my said will, and that the same shall be annexed thereto, and taken as a part thereof ; and do confirm my said will in every particular thereof that is not hereby altered and revoked IN WITNESS whereof I have to this codicil set my hand and seal, the day of in the year of our I ord

Signed, sealed, published, and declared, by the said J. M. , as and for a codicil to be annexed to his last will and testament, and to be taken as part thereof, in the presence of }



INDEX.

ACCOMPT

- The nature of, vol. i. 27.
- allowance of an account stated, i. 28.
- recital of being indebted upon an accompt stated, ii. 115.

ACQUITTANCE

- The meaning of, i. 29.
- by endorsement for consideration-money in a conveyance, i. 29.
- by endorsement for consideration-money paid by purchaser, in equal moieties, i. 30.
- of the transfer of stock, i. 30.
- where consideration is stock, i. 30.

ACKNOWLEDGMENT

- Of writings received by a mortgagee, with undertaking to return same safe, on payment of mortgage money, i. 30.
- of writings received, i. 31.

ADMINISTRATOR

- Assignment of a mortgage from an administrator *de bonis non*, of a mortgagee to a purchaser, i. 134.

ADVOWSON

- Bargain and sale of, i. 200.
- conditions for sale of, i. 249.
- grant of an advowson, i. 447.

AFFIDAVIT

- The nature of, i. 31.
- of seeing partners sign notice of dissolution of partnership, i. 31.
- of justification of bail put in before a commissioner, i. 32.
- of the due acknowledgment of a fine, i. 33.
- of the execution of deeds, i. 34.
- of the execution of articles of clerkship, i. 34.
- of the assignment of same, i. 35.
- another form of affidavit of the execution of articles of clerkship, i. 35.
- of the due service of clerkship, i. 36.
- of the payment of duties imposed on articles of clerkship, i. 37.
- of the due taking of bail before a commissioner, i. 37.
- of the service of a petition, ii. 79.
- of the execution of a power of attorney, ii. 98, 100,

AGREEMENT

- The nature of, i. 37.
- for the purchase of a freehold estate, i. 39.
- another form, i. 40
- a shorter form, i. 53.
- for the purchase of a copyhold estate, i. 42.
- another form, i. 47.
- for letting a mill and lands, i. 42.
- for the purchase of a leasehold estate, i. 46.
- for the lease of a house, with the use of the furniture, i. 48.
- for the purchase of a reversion, i. 50.
- to erect buildings, i. 50.
- for the purchase of an estate under a decree in Chancery, i. 54.
- by endorsement on a bond, to give six months' notice previous to payment, i. 56.
- that mortgage money shall remain a security for a time certain, i. 57.
- between debtor and creditors, where inspectors are appointed to superintend insolvent's affairs, i. 58.
- between a lord of a manor and freeholders, for applying to parliament for an act to inclose common and waste lands, i. 66.
- to assign leasehold premises as a collateral security, i. 68.
- to submit a dispute between parties to arbitration, i. 68.
- for relinquishing a claim to estates in consideration of a sum of money, i. 71.

ANNUITIES

- Assignment of an annuity, i. 146, 151.
- assignment of Exchequer annuities, i. 152.
- annuity bond,
- grant of an annuity, i. 424, 425.
- chargeable on lands, i. 425, 426, 434.
- grant of annuity secured by an assignment of stock to trustees, i. 441.

APPEAL

- Notice of appeal against an order of removal, ii. 62.
- against a poor rate, ii. 63.

APPOINTMENTS

- The nature of, i. 77.
- of lands in pursuance of a power, with a release, i. 77.
- of lands from a vendor to a purchaser by appointment only, i. 80.
- of personal property by a feme covert in pursuance of a power reserved in a marriage settlement for the benefit of her husband, i. 82.
- of a guardian by an infant, i. 85.
- by a father of a guardian for his son after father's decease, i. 85.

APPOINTMENTS (*continued*).

- Of a chaplain, i. 86.
- of new trustees by virtue of a dower, i. 87.
- by a feme covert of land in pursuance of a power, i. 89.
- of a receiver of rents of mortgaged premises by creating a term, i. 90.
- a short form of an appointment by receiver, i. 96.
- another form of an appointment of a receiver, to keep down interest, i. 90.
- of a deputy steward of a manor, i. 102.
- of executors in the room of others deceased, under a power for that purpose in a will, i. 102.
- by a husband, of lands after the death of himself, and his wife, for the benefit of their children, i. 103.
- by a father to raise portions for daughters and younger sons pursuant to a power reserved in a settlement, i. 104.
- of lands by a married woman, i. 107.
- of a guardian by an infant, with power to let lands, i. 109.

APPRENTICESHIP

- Indentures of, 175.

ARBITRATION

- Agreement to submit a dispute between parties to arbitration, i. 69.
- bond of arbitration, i. 214, 216.
- acceptance of arbitrators by endorsement on bond, i. 218.
- appointment of a joint arbitrator endorsed on bond, i. 218.
- appointment of an umpire by arbitrators, when one is not named on the bond, i. 219.
- by a separate instrument, i. 219.
- enlargement of time for making an award, i. 219, 220.

ARTICLES

- Of clerkship, i. 73.
- before marriage, of the estate of a lady who was a minor, seised as tenant in tail
- of copartnership between two attornies, i. 259.
- of copartnership between two tradesmen, i. 265.

ASSIGNEES OF A BANKRUPT

- Power of attorney to vote in the choice of, ii. 97.
- power of attorney from assignees to empower another to receive rents, ii. 100.

ASSIGNMENT

- The nature of, i. 109.
- of a policy of insurance upon a life, i. 110.
- of a debt and dividends under a commission of bankrupt in trust, i. 112.
- of dividends, stock, funds, and securities, i. 114.
- of real and personal property, in trust for the benefit of creditors, i. 118.
- of bonds, warrant of attorney, and judgments, i. 122.
- of leasehold house and fixtures, i. 125.

ASSIGNMENT (*continued*).

- Of two leases as a collateral security for payment of an annuity, i. 129.
- of a mortgage from an administrator *de bonis non* of a mortgagee, i. 134.
- of a mortgage by demise, when a further sum is advanced, i. 137.
- of a satisfied term of 500 years, in trust to attend the inheritance, i. 138.
- of a mortgage term, in trust for devisees in trust for sale, i. 140.
- of a term of years to attend a mortgage as a collateral security, i. 143.
- of four several terms, alternately to two trustees in trust to attend the inheritance, i. 144.
- of an annuity or rent-charge granted for 99 years, and of the securities for the same, i. 146.
- of an annuity for the life of the assignee, i. 151.
- of Exchequer annuities, i. 152.
- of articles of clerkship, i. 153.
- of same by endorsement, i. 154.
- of a bond by endorsement, i. 155.
- of a lease by endorsement, i. 155.
- of a judgment recovered by a verdict, i. 156.
- of a mortgage of a lease for years, i. 158.
- of a debt with a power of sale, i. 159.
- and declaration of trust, i. 160.
- of a patent for the sole use of an invention, i. 161.
- of a reversion in the funds, i. 163.
- of a trust term to attend the inheritance of lands purchased for a charity, i. 165.
- of a mortgage in fee, endorsed on a marriage settlement, i. 174.
- of a mortgage in fee, including freehold and leasehold premises, i. 168.

ASSURANCES

- Of common assurances, i. 12.

ATTESTATIONS

- The nature of, i. 183.
- of the execution of a bond or deed, i. 183.
- of the execution of a deed by a person deaf and dumb, i. 184.
- of the execution of a deed by an illiterate person, i. 184.
- of same by a person blind, i. 184.
- of same by a person as the attorney, with mode of delivery, i. 184.
- of the execution of a deed under a power of attorney from two, i. 184.
- testimonium of same, i. 185.

ATTESTATIONS (*continued*).

- when there happens to be erasures or interlineations in the deed or instrument, i. 185.
- of a deed executed by one of the parties in his own right, and as the act of another of the parties, by virtue of a power, i. 185.
- of a will with a testimonium, i. 186.

ATTORNMEN

- The meaning of, ii. 2.
- several forms of attornment, ii. 2.

AWARDS

- The nature of, i. 186.
- in pursuance of an order of reference of the court of Common Pleas, i. 188.
- of an umpire nominated by arbitrators, i. 190.

BAIL

- Affidavit of the justification of bail, i. 32. "
- affidavit of the due taking of bail, i. 37.
- bail-bond, i. 237.
- bond as an indemnity to one who had become bail, i. 238.
- special bail piece, King's Bench, i. 239.
- in the Common Pleas, i. 240.

BANKRUPTCY

- Assignment of dividends, i. 112.
- petitions in bankruptcy, ii. 74.

BARGAIN AND SALE

- The nature of, i. 192.
- the form of a bargain and sale to be enrolled, i. 194.
- to make a tenant show *præcipe* for suffering a common recovery, i. 196.
- of goods and chattels, with delivery of possession, i. 198.
- of goods distrained for rent, i. 199.
- of an advowson, i. 200.
- of copyhold premises to be surrendered, i. 200.
- of houses belonging to a Baptist meeting to surviving and new trustees, by virtue of a power to keep alive the trusts, i. 206, 207.
- of lease for a year whereon to ground a release, ii. 139.

BOND

- The nature of, i. 208.
- annuity bond, i. 209.
- common bond for payment of money, i. 210.
- for payment of money by instalments, i. 211.
- for replacing stock, i. 212.
- from a lessee and his surety to pay rent, i. 212.
- for peaceable enjoyment of copyhold premises, i. 213.
- that obligor will suffer his intended wife to make a will, i. 214.
- of arbitration bond, i. 214.
- special condition of an arbitration bond, i. 215.
- same when proceedings were commenced, i. 216.
- post obit, i. 220.

BOND (*continued*).

- of indemnity against dower, i. 221.
- of indemnity to a purchaser from trustees under a deed of trust for sale from an insolvent, i. 222.
- of indemnity against certain legacies, interest, and annuity, bequeathed by a will, charged on hereditaments contracted to be sold, i. 223.
- that an apprentice shall perform his articles, i. 224.
- to save tenant harmless from paying rent, when title is in question, i. 225.
- that a rent gatherer shall render a just account, i. 225.
- to marry a woman, or in default to pay a sum of money, i. 226.
- to make and deliver conveyances, and to permit the obligee to receive rents in the meantime, i. 226.
- to pay money on death or marriage, i. 227.
- to pay mortgage money, i. 227.
- of resignation as a master of a free school in case of negligence, i. 228.
- as an indemnity on paying a lost bond, i. 229.
- that a person when of age shall convey, i. 230.
- for a clerk's fidelity, i. 234.
- from a vendor to a purchaser, when title-deeds were lost, i. 234.
- for the faithful service of an attorney's clerk, i. 235.
- replevin bond, i. 237.
- special bail-bond, i. 237.
- as an indemnity to one bound in a bail-bond, i. 238.
- as an indemnity to one bound for an obligor in a bond for payment of monies, i. 238.
- recital of being indebted by bond, ii. 115.

CHAPLAIN

- Appointment of, i. 86.

CHARGE

- Further charge on mortgaged premises, ii. 49.
- further charge by endorsement, ii. 50.

CHURCHWARDENS (*see Appeal*).**CLERKSHIP**

- Articles of, i. 73.
- assignment of articles, i. 153, 154.

CLERK OF A PARISH

- Appointment of, i. 86.

CODICILS

- The nature of, ii. 455.
- forms of, ii. 455, 456.

COMMISSION OF BANKRUPT (*see Petition*).**COMPOSITION**

- Deed of composition of debts, ii. 103.
- power of attorney to execute a deed of composition, ii. 93.
- deed of composition of debts, ii. 93.

CONDITIONS

- The nature of, i. 240.
- for a lease, i. 240.
- of sale of estates, i. 244.
- for the sale of timber, i. 245.
- of sale under an enclosure act, i. 247.
- of sale of an advowson and freehold estates sold in lots, i. 249.
- of sale of freehold estates, reserving commonable rights, i. 251.
- of sale of a copyhold estate, i. 253.
- of sale of a leasehold estate, i. 254.
- of sale of a fee-farm rent, i. 255.
- of sale of the reversion of trust-money, i. 256.
- of sale of an estate in gavel-kind, i. 256.

CONFIRMATION. (*See Releases*).

CONSIDERATION

- Receipt for consideration-money in a conveyance, i. 29.

COPARTNERSHIP

- The nature of, i. 259.
- between two attornies, i. 259.
- between two tradesmen, i. 265.
- between wharfingers, i. 267.
- between canal carriers, i. 278.
- admission of a partner, i. 294.
- dissolution of, i. 296.
- another, i. 299.

COPYHOLDS

- An agreement for the purchase of a copyhold estate, i. 42, 47.
- bargain and sale of copyhold premises, i. 200.
- bond for peaceable enjoyment of copyhold premises, i. 213.
- declaration of trust in the purchase of copyhold premises, i. 310.
- defeasance upon the surrender of a copyhold estate, i. 324.
- enfranchisement of copyhold premises, i. 333.
- power of attorney to take admittance of copyhold lands, ii. 94.
- surrender of copyhold lands, ii. 364, 365.

CORPORATIONS

- How they convey and inroll, i. 195.

COVENANT

- The nature of i. 302.
- deed of, for production of title-deeds, i. 302.
- in a conveyance of freehold and leasehold hereditaments, i. 304.
- to levy a fine *sur conuzance de droit come ceo*, &c. i. 307, 349; ii. 150.
- to levy a fine *de droit tantum*, i. 307.
- to levy a fine *sur concessit*, i. 309.
- for executing a mortgage with deposit of title-deeds ii. 15.

COVENANTS (*continued*).

- in a conveyance from a man and his wife for the title, ii. 144.
- from mortgagees that they have not encumbered, ii. 151.
- from assignees of a bankrupt to the same effect, ii. 151.
- covenants from a bankrupt for title, ii. 151.
- from a vendor for title, ii. 160.

CURTESY

- Of an estate by curtesy, i. 4.

DEBT

- Assignment of, i. 159.

DECLARATION OF TRUST

- The nature of, i. 309.
- in the purchase of copyhold premises, i. 310.
- as to mortgage money advanced by trustees under a settlement, i. 313.
- of a mortgage term with an assignment, i. 313.
- as to a sum in the 3 per cents. in trust for certain persons after the death of an annuitant, i. 315.
- as to mortgage money secured on a term, i. 317.
- as to all outstanding terms generally in trust to attend, &c. i. 318.
- that a person's name is used in trust in a bond, i. 318.

DECREE

- Recital of a decree, i. 168.

DEED

- The nature of, i. 12.

DEFEASANCE

- The nature of, i. 318.
- on giving a bond and warrant of attorney to confess judgment, i. 319.
- by endorsement on a warrant of attorney, given as a collateral security, with an annuity deed, i. 320.
- by endorsement upon a warrant of attorney, given with a post-obit bond, i. 321.
- by memorandum endorsed upon a warrant of attorney given with a common bond, i. 323.
- upon a warrant of attorney for payment of money by instalments, i. 323.
- upon a surrender of a copyhold estate upon a mortgage in fee, i. 324.

DEMISE AND RE-DEMISE

- The nature of, i. 327.
- for securing a rent-charge for separate maintenance, i. 328, 329.

DEPUTATION

- The nature of, i. 330.
- of a gamekeeper, i. 330.
- of a steward to keep courts, i. 331.
- from a chief steward to hold courts, i. 332.

DEVISE. (*See Wills*).

DISCLAIMER

The meaning of, i. 333.
of an estate devised, i. 333.

DISPOSITION

Of money by a married woman in pursuance of a power, i. 107.

DISSOLUTION

Of copartnership with an assignment, i. 296, 299.
petition between copartners on dissolution of copartnership,
ii. 72.

DISTRESS

Proceedings on a distress for rent, i. 525.
power of attorney to distrain, ii. 88.

DOWER

Tenancy in dower, i. 4.
bond of indemnity against wife's dower to save the expense
of levying a fine upon a mortgage, i. 221.
conveyance to prevent, ii. 146, 156, 172, 184.
release of dower, ii. 262, 263.

ENFRANCHISEMENT

The meaning of, i. 333.
of copyhold premises, i. 333.

EQUITY OF REDEMPTION

Conveyance of, ii. 253.

ESTATES

The nature of, i. 1.

EXCHANGE

The nature of, i. 336.
of a parsonage house and glebe lands, for another house and
lands, i. 337.
after the ancient manner, i. 340.
of one parcel of land for another for a term of years, if
certain lives shall so long last, i. 341.
of lands for a term of years, i. 342.

EXECUTORS

Appointment of executors in the room of others deceased,
under a power for that purpose, in a will, i. 102.
power of attorney from one executor to others, to act in his
absence, ii. 89.

FEE-SIMPLE

Of an estate in fee-simple, i. 2.
recital of being seised in fee-simple, ii. 113.

FEE-TAIL

Of an estate in fee-tail, i. 3.
recital of being seised of lands in fee-tail under a settlement,
ii. 114.

FEME-COVERT

Appointment of personal property by a feme-covert, in pur-
suance of a power, i. 82, 107.

FEME-COVERT (*continued*).

appointment of lands by a feme-covert, in pursuance of a power, i. 89, 107.

power of appointment by a feme-covert, ii. 108.

FEOFFMENT

The nature of, i. 343.

deed of feoffment, i. 345.

after the ancient manner, i. 348.

with covenant to levy a fine upon sale of estates in lots, to bar dower, and for bringing same into a narrow compass, i. 348.

recital of a feoffment, ii. 132.

FINES

The nature of, 351.

of the original writ, 356

of the composition, or king's license to alienate, i. 356.

of the concord, i. 357.

of the note of the fine, i. 360.

of the foot of the fine, i. 360.

of the proclamations, i. 360.

who may be conizors, i. 361.

who may be conizees, i. 363.

by what names conizors and conizees may give and take a fine, i. 363.

by what names the parcels may pass, and are to be placed, i. 364.

manner of passing fines, i. 368.

how to acknowledge a fine, at the bar, i. 369.

of the acknowledgment of a fine before the Lord Chief Justice, i. 370.

the manner of acknowledging a fine before commissioners, i. 372.

præcipe and concord of a fine *sur conuzance de droit come ceo*, &c., i. 373.

of a fine *sur done* grant and render, i. 374.

of a fine *sur conuzance de droit tantum*, i. 374.

of a fine *sur concessit*, i. 375.

of a fine from a man and his wife, to one of a manor, land, meadow, and pasture, upon a grant for 99 years, without impeachment of waste, rendering a pepper corn rent, with warranty against the heirs of the husband, i. 376.

of a fine *sur concessit* from two conizors to one conizee, of divers manors, tenements, and of common of pasture, and a rectory, to hold to the conizee for 60 years, if the conizors, or either of them, so long live, without impeachment of waste, rendering the yearly rent of a pepper corn, i. 376.

of a fine *sur concessit* from husband to wife, conizors to one conizee, of an annual rent issuing out of several messuages in London, for a term of 99 years, if the wife so long live, i. 377.

of a fine *sur conuzance de droit*, from one to two, i. 378.

FINES (*continued*).

- by two to two, with a warranty against the conizors and the heirs of one, to the conizees and the heirs of one, i. 378.
- from a man and his wife, whether husband or wife's lands, i. 378.
- from two persons and their wives, of different premises, i. 379.
- of a fine *sur concessit*, from a man and his wife, of lands devised to a man and his wife, and the survivor of them, and the heirs of the survivor, i. 380.
- of a fine *sur conizance de droit tantum*, i. 380.
- of a fine *sur concessit* for 99 years, if the wife of the first conizor so long live, i. 380.
- a writ of covenant of common, i. 381.
- of land and sheep-walk, i. 381,
- of woods and foldage, i. 382.
- of wood, i. 382.
- of two parts in three parts to be divided, i. 382.
- of a parsonage impropriate and of the moiety of tithes, i. 382.
- of a manor, rent, free foldage for sheep, and a hundred, i. 382.
- of three parts of four messuages, and of the third part of the rectory of a church, i. 382.
- præcipe* and concord of a fine *sur conuzance de droit come ceo*, &c., by one to one, of a messuage and lands, i. 383.
- by one to two, of messuages, lauds, and common of pasture, i. 383.
- by two to two, of a manor, lands, rent, and common, with a warranty against the conizor, and the heirs of one to the conizee, and the heirs of one, i. 384.
- by the husband and wife, of the wife's land, i. 384.
- a release by fine by one to two, i. 384.
- by the husband and wife to two,
- from husband and wife, with two several warranties, i. 385.
- of divers houses, castles, manors, parks, several messuages, cottages, &c., i. 386.
- of a manor, grange, &c., from five conizors, i. 388.
- where one conizor warrants one part, another warrants another part, and the third another part, i. 389.
- by one to two, of two messuages, lands, and common pasture, i. 390.
- by husband and wife, of the husband's lands, i. 390.
- recital of a fine levied, i. 133.

GIFT

- The nature of a deed of gift, i. 420.
- deed of gift of lands, i. 420.
- deed of gift of personal property, i. 421.

GOODS AND CHATTELS

- Bargain and sale of, i. 197.

GOODS (*continued*).

bargain and sale of goods distrained for rent, i. 199.
 mortgage of goods, ii. 51.

GRANT

The nature of, 422.
 of an annuity by deed poll, i. 424.
 of an annuity by indenture, with power of revocation, pursuant to a power for that purpose, i. 425.
 of an annuity chargeable on lands, by way of demise to a trustee, for the life of the grantor, i. 426.
 of an annuity charged on land, which is conveyed in trust to sell for better securing same, and subject to a proviso for repurchase, i. 434.
 of an annuity for the life of a third person, secured by an assignment of stock to trustees, i. 441.
 of a reversion, i. 445.
 by a patron of a rectory of the next presentation, i. 446.
 of an advowson, i. 447.
 of tithes, i. 448.
of a pew in a church, i. 452.

GUARDIAN

Appointment of, by an infant, i. 85, 109.
 appointment of, by a father, for his son, after his decease, i. 88.
 by will, ii. 448.

HEREDITAMENTS

The import of the word, i.

INDEMNITY

Bond of indemnity against wife's dower, i. 221.
 bond of indemnity to a purchaser, against a commission of bankrupt, i. 222.
 bond of indemnity against legacies, &c., i. 223.
 bond of indemnity to save harmless from paying rent, i. 225.
 bond of indemnity on paying a lost bond, i. 229.
 bond of indemnity from a vendor to a purchaser, when title deeds were lost, i. 234.
 recital of bond of indemnity against legacies, ii. 118.

INDENTURES

Of apprenticeship, i. 75.

INROLMENTS

Method of inrolling deeds, &c. i. 20.

INSOLVENT

Agreement with creditors, i. 110.

INSURANCE

Assignment of a policy, i. 110.

JUDGMENTS

Of registering judgments, i. 24.
 assignment of a judgment, i. 24.

JUDGMENTS (*continued*).

warrant of attorney to enter up judgment, i. 96.

LAND

The import of the word.

LEASE

The nature of, i. 453.

of a house in London, i. 454.

of a house and lands in the country, i. 457.

of land for 99 years, determinable on a life, i. 464.

of a farm and new enclosed lands, under a power in a marriage settlement, i. 465.

of a farm from two persons, seised in right of their wives, i. 478.

of a house and goods for 21 years, i. 482.

of a shop, i. 484.

of a building lease, i. 485.

of mines of coal and brick clay, i. 490.

of a farm, i. 509.

an indorsement for continuing a lease for a longer term, after the expiration of the present, i. 513.

of tolls, i. 514.

of a house for lives or year, i. 517.

from tenants in common, i. 523.

for a year, whereon to ground a release, ii. 139.

LEASEHOLD

An agreement for the purchase of a leasehold estate, i. 46.

an assignment of leasehold premises, i. 125, 129.

LEGACY

Power of attorney to receive, i. 291.

LETTERS OF ATTORNEY

See powers and provisos.

letter of license from a creditor to a debtor, ii. 101.

LIVERY OF SEISIN

The nature of, ii. 1.

by feoffee to feoffor, ii. 1.

by attornies named in the deed, ii. 2.

attornment of one tenant, ii. 2.

livery and attornment together, ii. 2.

MEMORIALS

Directions in regard to, ii. 3.

of a lease for a year, ii. 4.

of a release, ii. 4.

of a bargain and sale to be inrolled, ii. 4.

of a lease for years, ii. 5.

of a lease and release, ii. 6.

of a mortgage for years, ii. 6.

of an indorsement, ii. 6.

of a will, ii. 7.

of a judgment, ii. 7.

of a statute, ii. 8.

of a recognizance in Chancery, ii. 8.

- certificate of mortgage money being paid, ii. 8.
- of an assignment of a term to attend the inheritance, ii. 9.

MEMORIALS (*continued*).

- of an annuity secured by bond and warrant of attorney, ii. 10.
- of a grant of an annuity by indenture, ii. 11.

MINES

- Lease of mines of coal and brick clay, i. 490.

MORTGAGE

- The nature of, ii. 12.
- deed of covenant for executing a mortgage, ii. 15.
- by demise, ii. 17.
- in fee by appointment and release, with a covenant for insurance against fire, ii. 21.
- by conveyance in trust to sell, to secure a sum of money advanced by two persons in certain proportions, ii. 29.
- in fee from a mortgagor to a mortgagee, ii. 34.
- in fee from a man and his wife, with a covenant to levy a fine, ii. 38.
- in fee by way of appointment under a power, with a release thereupon, ii. 42.
- by demise for years, ii. 47.
- further charge on mortgaged premises, ii. 49.
- further charge by indorsement, ii. 50.
- of goods, ii. 51.

NOTICES

- The meaning of, ii. 52.
- of intended application for admission by an attorney's clerk, i. 36.
- to pay mortgage money, ii. 52.
- from assignees of a bankrupt, ii. 53.
- to quit premises, i. 524, ii. 53.
- to quit, when the time of commencement of the tenancy is uncertain, ii. 54.
- to quit or pay double the yearly value, ii. 56.
- from tenant to landlord, to quit apartments, ii. 56.
- by agent of landlord, to tenant to quit, ii. 56.
- by tenant to landlord's agent, ii. 56.
- from a tenant to a landlord, of his intention to quit, pursuant to a proviso in a lease, i. 524, ii. 57.
- from landlord to repair premises, ii. 57.
- of discontinuing to hold tithes, ii. 57, 58.
- of selling out tithes of fruit and vegetables, ii. 58.
- to take tithes set out, ii. 58.
- from trustee, under a deed of trust from a vicar, for making void composition of tithes, ii. 58.
- from a rector, to determine composition of tithes, ii. 59.
- by the attorney of a mortgagee, to tenants of mortgaged premises, not to pay rent to mortgagor, ii. 59.
- to be affixed on premises, on being deserted by tenant, ac-

NOTICES (*continued*).

- according to 16 Geo. II., c. 19, s. 15, with notes, containing the form of the information, and complaint of landlord, with the form of the record of the proceedings by magistrates, ii. 61.
- of appeal against an order of removal, ii. 62.
- of appeal against a poor rate, ii. 63.
- of trying traverse upon a presentment of a road being out of repair, ii. 64.
- of intention to move by counsel at sessions, to withdraw a presentment of a road being out of repair, ii. 65.
- to prevent sporting, ii. 66.
- in the *Gazette*, of a composition deed, according to the new bankrupt act, ii. 66.

ORDERS

- Recital of an order in chancery, i. 168.

PARTITION

- The nature of, ii. 67.
- between the co-heirs of freehold, customary, and leasehold estates, ii. 68.
- between joint tenants and coparceners, ii. 71.
- between coparceners on a dissolution of copartnership, ii. 72.

PATENT

- Assignment of, i. 161.

PETITION

- The nature of, ii. 74.
- creditor's petition to the great seal, for a commission of bankrupt, ii. 74.
- for altering the teste of a commission, and for re-sealing the same, ii. 75.
- for a commission where a former commission is not proceeded in, ii. 76.
- for a renewed commission, ii. 77.
- to enlarge the time for a bankrupt's surrender, ii. 77.
- by assignees, for the same purpose, ii. 79.

PEW

- Grant of a pew in a church, ii. 452.

POWERS OF ATTORNEY

- The nature of, ii. 81.
- general powers of appointment, to act in the management of all his estates, &c., during his absence abroad, ii. 81.
- to prosecute an action against merchants in America, &c., upon a bill of exchange, with necessary documents to accompany same, ii. 85.
- to distrain, 88.
- from one executor and trustee to others to act in his absence, ii. 89.
- to receive a legacy, ii. 91.

POWER OF ATTORNEY (*continued*).

- to receive bank stock, and transfer the same, ii. 92.
- to accept, and pay for, and sell bank stock, ii. 92.
- to execute a deed of composition and to receive a dividend, ii. 93.
- to sell South-sea stock, ii. 93.
- to take admittance of copyhold land, ii. 94.
- to receive the distributive share of an intestate's estate, ii. 95.
- to demand rent, and on default of payment re-enter according to a proviso for such re-entry in a lease, ii. 95.
- to enter up judgment, ii. 96.
- to vote in the choice of assignees, ii. 97.
- to sign consent to the commissioners of a bankrupt, certifying that bankrupt had conformed, ii. 98.
- from assignee to empower another to receive rent, ii. 100.
- to receive the statutable allowance of a bankrupt, ii. 101.

POWERS AND PROVISOS

- The nature of, ii. 103.
- of revocation and limitation of new uses, ii. 104.
- of jointuring under a will, ii. 104.
- of appointment by a feme covert, ii. 105.
- to exonerate lands, &c., from an annuity and to substitute others, ii. 106.
- in a purchase deed of freehold and copyhold premises, ii. 108.
- to make void limitations in a will where persons dispute the validity thereof, ii. 109.
- in a settlement, declaring that on settling lands, &c., trusts of money in the funds shall cease, ii. 109.
- as a limitation to such children as father and mother or survivor shall appoint, ii. 110.
- to such uses as intended husband shall appoint, ii. 111.
- in a mortgage of a lease for lives, in case of the death of any of the lives, to give the mortgagee liberty to renew and add the fine to the mortgage money, ii. 111.
- inserted in a deed from trustees where tithes are conveyed to explain the operation of the word *grant*, ii. 112.

PRESENTATION

- Grant by a patron of a rectory of the next presentation. i. 446.
- the presentation, i. 447.

RECITAL

- The nature of, ii. 113.
- of being seised of lands in fee-simple, ii. 113.
- seised in fee, subject to dower, ii. 113.
- entitled to lands in fee-simple by virtue of a deed and fine, ii. 113.
- seised of lands as only daughter and heiress at law, ii. 113.
- seised of lands in fee-simple by virtue of a will, ii. 113.
- entitled to land in undivided moieties, ii. 113.

RECITAL (*continued*).

- seised of lands in tail, under a settlement, ii. 114.
- possessed of lands for a term of years as tenants in common, ii. 114.
- possessed by virtue of an assignment, ii. 114.
- of being indebted upon an account stated, ii. 115.
- seised, possessed of, or entitled to freehold and leasehold, ii. 115.
- indebted by bond, ii. 115.
- of being indebted to creditors, and unable to pay debts, ii. 115.
- of a bond from an obligor to an obligee, ii. 115.
- of a bond given as a collateral security with a deed, ii. 115.
- of a bond as a collateral security with a mortgage, ii. 116.
- of a bond when another joined as a surety, ii. 116.
- of a bond from a society, ii. 116.
- of a bail-bond, ii. 17.
- of an agreement for a loan of money, and bond for replacing stock given as a collateral security, ii. 117.
- of the preamble of an annuity bond, ii. 117.
- of an annuity bond, ii. 118.
- of a bond of indemnity against legacies, &c., ii. 118.
- of a bond for the payment of money on death or marriage, ii. 119.
- of a mortgage bond, ii. 120.
- of a bond for performing covenants, ii. 120.
- of a bond for applying money to uses in marriage articles, ii. 121.
- of a warrant of attorney, ii. 121.
- of a warrant of attorney given with a bond, ii. 121.
- of a warrant of attorney given with a post-obit bond, ii. 121.
- of a statute staple, ii. 121.
- of a statute merchant, ii. 122.
- of a judgment, ii. 122.
- of being indebted upon a judgment, ii. 122.
- of several judgments, ii. 122.
- of a writ of *lev. fu.* to the sheriff, ii. 122.
- of a sheriff issuing his warrants to levy, ii. 123.
- of an appraisement of goods, ii. 123.
- of an extent and inquisition, ii. 123.
- of an indenture of apprenticeship, ii. 124.
- of a policy of insurance, ii. 124.
- of the unexpired time of an apprentice's indenture, ii. 125.
- of a letter of attorney to make discharges, ii. 125.
- of a letter of attorney to receive rents, ii. 126.
- of a demise or lease for 99 years, ii. 126.
- of a lease from mayor, &c., of *London*, ii. 126.
- of a demise or lease, ii. 127.
- of a demise at a pepper-corn rent, ii. 127.

RECITAL (*continued*).

- of a chattel lease, with a covenant for renewal, ii. 127.
- of a covenant of renewal in a lease upon having same renewed, ii. 128.
- of an assignment of a lease, ii. 128.
- of having a license to assign, ii. 128.
- of a mortgage by demise, ii. 129.
- of a mortgage by demise, with an assignment thereof, ii. 130.
- of an assignment of leasehold premises by way of mortgage ii. 131.
- of a renewal of a lease from a bishop, ii. 131.
- of a mortgage in fee, ii. 131, 146.
- of a feoffment, ii. 132.
- of two feoffments, ii. 132.
- of a feoffment wherein a power of attorney was contained to deliver of seisin, ii. 132.
- of a feoffment to uses to prevent dower, ii. 132.
- of a fine levied, ii. 133.
- of a lease and release, or conveyance, ii. 134, 156.
- of a conveyance to prevent dower, ii. 135.
- of a commission of bankrupt, ii. 146, 157.
- of an order in Chancery, ii. 147.
- of a meeting of creditors of a bankrupt, ii. 157.
- of a bargain and sale from commissioners of a bankrupt to the assignees, ii. 174.
- of a marriage settlement, ii. 198, 242.
- of a will, ii. 293.

RECOVERIES

- The nature of, i. 391.
- indenture to lead to the uses of, ii. 272.

REGISTERING

- Deeds, wills, &c., i. 22.

RELEASES OR CONVEYANCES

- The nature of a release, ii. 136.
- from a man and his wife to a purchaser, ii. 141.
- from mortgagees and assignees of a bankrupt to a purchaser and his trustee, to prevent dower, ii. 146.
- to make a tenant to the *præcipe* for suffering a recovery, ii. 153.
- from assignees of a bankrupt, of lands purchased by the bankrupt previous to the commission, as a trustee to the person to whom the purchase-money belonged, ii. 156.
- from a vendor to a purchaser, with an assignment of a term of 500 years, ii. 160.
- from a widow and heir apparent, ii. 166.
- by appointment and release, ii. 167.
- of a mill, tithes, and premises, with a declaration of the uses of a fine levied, and an assignment of several terms, in trust to attend the inheritance, ii. 172.

RELEASES OR CONVEYANCES (*continued*).

- where purchaser borrows part of purchase-money, and secures same by a mortgage in fee of the premises included in the conveyance, ii. 183.
- from co-heirs, with a declaration of the uses of a fine previously levied as to a moiety, ii. 184.
- from trustees under a will to a purchaser, ii. 190.
- from trustees, under a deed of trust from an insolvent to a purchaser, with an assignment from mortgagees of a term to a trustee for purchaser, ii. 194.
- from trustees, under a marriage settlement, ii. 198.
- from trustees, under a deed of trust to a purchaser, ii. 203.
- of lands to trustees, in trust, to sell or mortgage and pay debts, ii. 205.
- from a vendor with the representative of a mortgagee, and containing release from an annuitant and a legatee, to a purchaser, ii. 218.
- from devisees, in trust, and nephews and heirs at law, to a purchaser, ii. 224.
- from devisee in fee, heir at law of testator, and general heir to a purchase, ii. 226.
- from devisees in trust, and heirs at law, ii. 228.
- from a mortgagor to a mortgagee, by indorsement, ii. 230.
- by indorsement, from a nominal purchaser, ii. 231.
- another form by indorsement, ii. 232.
- by fine and recovery, ii. 233.
- of a parsonage house and manor for three lives, and an assignment of the courts leet and other courts thereof, ii. 236.
- from trustees, under a power of selling in a settlement, ii. 242.
- of a life estate in consideration of an annuity for the life of the vendor and his wife, secured by the conveyance being made to trustees, ii. 248.
- of an equity of redemption, ii. 253.
- or re-conveyance from a mortgagee to the heir of the mortgagor, ii. 257.
- or re-conveyance of an outstanding legal estate, ii. 259.

RELEASES OR DISCHARGES

- Of right to lands by indorsement of a rent-charge, and surrender of a term, with a covenant to levy a fine *sur concesserunt*, for extinguishment, ii. 260.
- of dower and general release, ii. 262.
- of dower, by a widow to a person who became the purchaser from her husband in his lifetime, and a covenant was inserted in the conveyance for levying a fine to bar her dower, which, by neglect or otherwise, was not levied accordingly, ii. 263.
- a general release from one to one, ii. 264.
- to a guardian, ii. 264.

RELEASES OR DISCHARGES (*continued*).

from a creditor to a debtor, under a composition, ii. 265.

of a power reserved in a deed, ii. 265.

or confirmation (by indorsement) of a deed by an infant on his coming of age, who had been made a party to it during his minority, ii. 266.

of an equity of redemption by indorsement to a mortgagor, ii. 267.

or discharge from an heir to the executor of his father's will, on settling accounts and delivering up vouchers, ii. 268.

from debtor to a creditor, in consideration of 15s. in the pound, ii. 271.

of a bond, it being lost or mislaid, ii. 273.

RENTS SECK

The signification of, i. 1.

RENTS CHARGE

The signification of, i. 1.

RENTS SERVICE

The signification of, i. 1.

RENTS

Appointment of a receiver of mortgaged premises, i. 90, 96, 98.

power of attorney to demand rent, ii. 95.

REPLEVIN BOND, i. 207.**REVERSION**

Of reversions and remainders, i. 7.

grant of a reversion, i. 445.

REVOCATION

The nature of, ii. 273.

of old uses and appointment of new ones, ii. 274.

by indorsement, ii. 279.

SEPARATION

The nature of, ii. 280.

deed of separation between a man and his wife, where the husband allows the wife an annuity, and confirms her settlement before marriage, ii. 280.

where husband gives to the wife all the estate he was entitled to by marriage, ii. 283.

between husband and wife, where a rent charge is secured to wife, and her jointure made an indemnification to the husband against debt, &c. ii. 285.

SETTLEMENT

The nature of, ii. 292.

of freehold and copyhold estates, in strict uses, in which an annuity is settled separately on the wife as a jointure in bar of dower, ii. 298.

of personal property, to which the lady was entitled under her father's will, ii. 320.

articles before marriage of the estate of a lady (who was a minor), ii. 339.

SETTLEMENT (*continued*).

- of lands after marriage, ii. 341.
- of a prebendary of his prebend, ii. 348.
- of stock, ii. 351.
- of a term of years or a chattel interest, ii. 355.

STEWARD

- Deputation, i. 333.
- appointment of a deputy, i. 102 332.

SURRENDERS

- The nature of a surrender, ii. 362.
- of copyhold lands by way of mortgage, ii. 364.
- of copyholds to the uses of a will, ii. 365.
- of copyhold premises by a man and his wife, to the trustees of their marriage settlement, ii. 365.
- of dower, ii. 366.
- by way of merger of a term of years, ii. 367.
- of a term by indorsement, ii. 368.
- of a lease for lives, one of the lives being dead, in order to have a renewal, ii. 369.
- of a mortgage term to merge in the inheritance, ii. 369.

TITHES

- Grant of tithes. ii. 448.
- notice of discontinuing to hold tithes, ii. 58.

USES

- The nature of, i. 9. ii. 370.
- deed declaring the uses of a fine previously levied, ii. 370.
- an indenture to lead to the uses of a fine, ii. 372.
- an indenture to lead to the uses of a recovery, ii. 372.
- an indenture to lead to the uses of both fine and recovery, ii. 374.
- declaration of the uses of a fine and recovery, ii. 375.

WILLS

- The nature of, ii. 376.
- of a widow, bequeathing personal property among her relations, ii. 382.
- devising lands to be sold and others purchased, and settled in strict settlement, ii. 389.
- of real and personal property, ii. 394, 406.
- of freehold and copyhold lands, ii. 414.
- will, by which the testator devises freehold and leasehold estates to his wife for life, and afterwards to his brother in fee, and other matters, as in margin, ii. 419.
- of leasehold estates, household furniture, stock in husbandry, &c., as in the margin, ii. 420.
- of a freehold house, and a variety of bequests of pecuniary and specific legacies, ii. 422.
- of freehold, copyhold, leasehold, and personal estates; an annuity is secured to the testator's wife; provision

WILLS (*continued*).

- made for any child he might have by her, and other things as per margin, ii. 433.
 - directions in a will, that if by 'bad debts or otherwise, the testator's estate shall become insufficient to pay children's legacies, they shall sustain the loss equally, ii. 425.
 - of leasehold property and personal estate, ii. 426.
 - of freehold and personal estate, as per margin, ii. 427.
 - of personal property, ii. 430.
 - bequeathing a sum of money to a wife and children, which a man was empowered to raise on his settled estates, by an act of parliament, ii. 435.
 - of personal property, whereby testator directs the interest of his property to be paid to a feme-covert separately for life, then to her husband for life, and the principal to their children, ii. 422.
 - directing a strict settlement to be made of the testator's estates, with the usual powers, provisos, &c. ii. 444.
 - clause in a will, devising premises which were in mortgage, to the testator, ii. 448.
 - bequeathing portions to several children, and appointment of guardian, ii. 449.
 - bequeathing to a brother as a trustee, personal property and effects to pay debts, and the ultimate remainder to his grandchildren, ii. 451.
 - devise of tithes to a trustee, for the augmentation of the living of the vicar or curate, ii. 453.
 - a devise or gift to W. college, Oxon, for the education of one poor scholar for ever, ii. 452.
 - a devise of money to be applied in releasing poor prisoners in the Fleet, ii. 452.
-

